



**Public Meeting Room A  
Delta Administration Building  
7710 West Saginaw Highway  
Lansing, MI 48917**

**TOWNSHIP BOARD  
REGULAR MEETING  
AGENDA  
June 16, 2014  
6:00 P.M.**

- I. CALL TO ORDER**
- II. OPENING CEREMONIES – Pledge of Allegiance**
- III. ROLL CALL – Members:** Supervisor Ken Fletcher, Clerk Mary Clark, Treasurer Howard Pizzo, Trustees Dennis Fedewa, Jeff Hicks, R. Douglas Kosinski, Karen Mojica
- IV. PRESENTATIONS AND PROCLAMATIONS**
- V. SET/ADJUST AGENDA**
- VI. PUBLIC HEARINGS**
- VII. COMMUNICATIONS**
- VIII. PUBLIC COMMENTS FOR ITEMS NOT ON AGENDA (*maximum two minutes*)**
- IX. INTRODUCTION OF ORDINANCES**
  - 1. Introduction of Amendments to Sidewalk Ordinance**

The Community Development Department recommends that the Township Board introduce amendments to the Delta Township Sidewalk Ordinance, being chapter 34, of the Delta Township Code of Ordinances.
- X. PASSAGE OF ORDINANCES**
- XI. CONSENT AGENDA** – Anyone may request item/s to be pulled from the consent agenda for discussion. If left on the consent agenda, the items will be voted on by a roll call vote of the Board en masse. Then, the individual item/s will be discussed and voted upon.
  - 2. Bills and Financial Transactions**

\$941,911.64
  - 3. Minutes**

June 2, 2014 Regular Board Meeting Minutes  
June 9, 2014 Committee of the Whole Meeting Minutes

**4. Recommendation to Approve Contract with Sparrow/McLaren**

The Fire Chief recommends that the Township Board approve the contract between Delta Township and Sparrow and McLaren Hospitals to provide medical equipment to Delta Township Fire Department.

**XII. ITEMS REMOVED FROM CONSENT AGENDA FOR DISCUSSION**

**XIII. ITEMS ADDED TO AGENDA UNDER SECTION V. SET/ADJUST AGENDA**

**XIV. ITEMS OF BUSINESS**

**5. Final Approval of Ashford Manor Nos. 3 & 4 Preliminary Plat**

The Community Development Department recommends that the Township Board grant final approval of the preliminary plat of the Ashford Manor Nos. 3 & 4 Subdivision.

**6. Recommendation to Approve Board/Commission Appointments/Reappointments**

The Township Supervisor recommends that persons listed in a memo dated June 16, 2014 to the Township Board be appointed and/or reappointed to the Township Boards or Commissions.

**XV. MANAGER'S REPORT**

**XVI. COMMITTEE OF THE WHOLE**

**7. Strategic Plan Progress Report**

**XVII. PUBLIC COMMENTS (*maximum five minutes*)**

**XVIII. ADJOURNMENT**

**CHARTER TOWNSHIP OF DELTA**

**MARY R. CLARK, TOWNSHIP CLERK**

Phone (517) 323-8500

*Individuals with disabilities requiring auxiliary aids or services who are planning to attend Township meetings or hearings should contact the Clerk's Office by writing or calling in advance (323-8500) to inform them of the date of the meeting/hearing that will be attended. Copies of minutes may be purchased or viewed in the Clerk's Office from 8 a.m. to 5 p.m., Monday through Friday.*

June 5, 2014

To: Township Board  
Delta Charter Township

From: Mark Graham  
Community Development Department

Subject: Amendments to Sidewalk Ordinance

### **History**

On May 19, 2014 the Township Board discussed amendments to the Township's Sidewalk Ordinance. The general consensus of the Board was that the Township Attorney be consulted prior to the introduction of the amendments. Attorney VanWieren has reviewed the comments made at the May 19<sup>th</sup> meeting and revisions have been made to the earlier draft of the Sidewalk Ordinance.

### **Proposed Amendments**

The latest draft of the amendments, dated June 3, 2014 is attached with ~~strikeouts~~ depicting deletions from the existing text and **bold type** denoting new text. I offer the following comments regarding the proposed amendments:

1. A definition of "flag" has been added to the definitions section (34-19).
2. The existing "Violations" section (34-20) has been deleted and replaced with a new section (34-30) drafted by the attorney.
3. A clause has been inserted in "Sidewalk Construction Required" (34-21 a) permitting the Township Engineer to grant an extension of the one year construction period for sidewalks related to new construction.
4. A number of revisions have been made to "Repair of Sidewalks (34-23):
  - a. At the May 19<sup>th</sup> meeting it was noted that one paragraph referred to a 1" rise/drop between two sections of sidewalk while another paragraph referred to a 2" rise/drop in a single section. Paragraph 1 in this section has been revised to provide a consistent 1" standard.
  - b. A new paragraph 5 has been added which mandates that voids under the sidewalk be repaired.

- c. At the May 19<sup>th</sup> meeting staff suggested text be added to address the ABC Plaza problem on West Saginaw where a contractor removed several sections of existing sidewalk and never replaced them. A question was raised as to what constituted a “passable temporary walkway”. A concern was expressed that there was no deadline stipulated for replacement of the sidewalk. A new paragraph 6 has been added which mandates replacement of existing sidewalks as a result of construction activities and paragraph b mandates that the sidewalk be replaced in 30 days. (Note the existing text provides 90 days.)
  - d. A new paragraph c has been added to mandate that property owners be responsible for keeping sidewalks clear of obstructions, both natural and man-made.
- 5. A new paragraph, “Sidewalk Defects Caused by Negligence” (34-24) has been added mandating that property owners are responsible for repairs when they damage a sidewalk due to their negligence.
  - 6. Upon further review, the Township Manager has recommended that “Construction or Repair by the Township” (34-25) be retained.
  - 7. A new paragraph entitled “Sidewalk Permits” (34-26) is proposed which mandates permits for removal, repair, or construction of a sidewalk.
  - 8. The former “Appearance Ticket” text (34-30) has been deleted in favor of new text in sections 34-30 & 34-31 pertaining to civil infractions.

#### **Introduction of the Sidewalk Ordinance Amendments**

**“I move that the Delta Township Board introduce amendments to the Delta Township Sidewalk Ordinance, being chapter 34, of the Delta Township Code of Ordinances. The Township Clerk is hereby directed to advertise this introduction in local newspapers with final action on the proposed amendments scheduled for the July 7, 2014 Township Board meeting.**

C:\cors\Bd\Sidewalk Ord Amendments Intro



**Delta Township Sidewalk Ordinance**  
Chapter 34, Article II, Delta Township Code of Ordinances  
Amended June 6, 2014

Sec. 34-19. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abutting or adjacent property* means any lot or parcel of land adjoining, bordering or touching a street as defined in this section.

*Adjacent sidewalk* means that portion of the sidewalk located within the street next to an abutting or adjacent property as defined in this section.

*Alteration of existing principal building* means any alteration, construction or reconstruction related to an existing principal building ~~in the township~~ that results in a change in said principal building of 25 percent of the floor area or more, or that results in the replacement of an existing principal building.

*Building* means an enclosed structure having a roof supported by columns, walls, arches or other devices used for the housing, shelter or enclosure of persons, animals, chattels or property of any kind.

***Flag* means a section of sidewalk, typically five feet by five feet, between expansion joints.**

*Principal building* means a building in which is conducted the main or principal uses of the lot or parcel on which said building is located.

*Private street* means any street, road or thoroughfare for vehicular traffic which is privately owned or maintained and which provides the principal means of access to abutting properties. A street includes the land between the street right of way lines, whether improved or unimproved.

*Public street* means a dedicated public right of way, which is a state ~~or county or municipal~~ roadway affording the principal means of access to abutting property. A street includes the land between the street right of way lines, whether improved or unimproved.

*Sidewalk* means that portion of the street right of way improved with concrete and designed for ~~pedestrian~~ non- **motorized** travel.

*Street* means a dedicated public ~~or private~~ right of way ~~which is a state, county, or municipal roadway~~ affording the principal means of access to abutting property. A street includes the land between the street right of way lines, whether improved or unimproved.

~~Sec. 34-20. Violations.~~

- ~~(a) Upon determination that a violation of the provisions of this article exists, the persons believed to have committed the violation shall be notified by certified letter of the nature of the violation. The notice shall specify the time period in which the person shall come in compliance with the provisions of this article. In no case shall the time period specified in the notice to come in compliance with the provisions of this article exceed 90 days.~~
- ~~(b) Violations of the provisions of this article, or failure to comply with any of its requirements, shall constitute a misdemeanor.~~
- ~~(c) Any person who violates this article or fails to comply with any of its requirements shall be deemed guilty of a misdemeanor.~~
- ~~(d) The owner of record or tenant of any building, structure, premises or part thereof, and any architect, builder, contractor, agent or person who commits, participates in, assists in or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.~~
- ~~(e) The imposition of any fine, or jail sentence, or both shall not exempt the violator from compliance with the provisions of this article.~~

Sec. 34-20. Purpose.

The purpose of this article is to provide for the construction, maintenance, and repair of sidewalks for the public safety pursuant to the provisions of Public Act No. 359 of 1947 (MCL 42.1 et seq.).

Sec. 34-21. Sidewalk construction required.

- (a) All owners of lots and parcels abutting dedicated public streets or private streets shall be required to construct sidewalks at the time of construction of any new principal buildings, or at the time of alteration of existing principal buildings on such lots or parcels. This provision shall not apply in conjunction with the construction or alteration of principal buildings on lots or parcels located within the NR, A1, A2, RA, I1, and I2 zoning districts, or in conjunction with the construction of one and two family dwellings on lots or parcels created prior to the effective date of the ordinance from which this article is derived. Residential, office or commercial zoned lots or parcels located within subdivisions that have received final preliminary plat approval prior to said effective date shall have sidewalks installed as required by the township board at the time final preliminary approval of the subdivision was granted. Additionally, residential, office or commercially zoned lots or parcels created prior to the effective date of the ordinance from which this article is derived shall have sidewalks installed as required by the planning commission, township board, or zoning administrator at the time of final site plan approval for the construction of new, or alteration of existing, principal buildings on such lots or parcels. Sidewalks required to be constructed pursuant to this section shall be installed within one year of issuance of the building permit for construction or alteration of any principal buildings on said lots or parcels **unless otherwise authorized by the township engineer or their designee**. All sidewalks constructed shall comply with the township sidewalk construction standards referred to in section 34-27.

- (b) The ~~township~~ board may, by resolution, require the owners of lots and parcels abutting public ~~street rights-of-way~~, or private streets ~~rights-of-way~~, to construct sidewalks where the presence of sidewalks may be declared by the ~~township~~ board to be necessary to provide safe and convenient routes for ~~pedestrian~~ **non-motorized** traffic. ~~Such sidewalk routes may include, but shall not be limited to, routes between residential areas and activity centers such as schools, within the township' central business district, and those routes identified in the township sidewalk plan. All sidewalks constructed shall comply with the township sidewalk construction standards referred to in section 34-26. The township board may order the construction of the sidewalks and assess all or part of the costs of sidewalk construction to the abutting property owners involved, or may permit the abutting property owners to provide for the construction of the required sidewalks on their own in accordance with the township sidewalk construction standards referred to in section 34-27, and any other specifications required by the township board. The township board may also cause sidewalks to be constructed with the cost of said construction paid out of the contingent fund of the township.~~ A resolution requiring the construction of sidewalks shall note the time period in days in which the owners must construct the required sidewalk. The construction of any sidewalk under this section shall be in compliance with the requirements of Public Act No. 80 of 1989 (MCL 41.288a), as amended.
- (c) Prior to adoption of a resolution requiring sidewalks, the ~~township~~ board shall hold a public hearing. The township clerk shall cause notice of the time and place of the public hearing to be published within a newspaper of general circulation within the township at least ten days prior to the date of the hearing.
- (d) In addition, all abutting property owners affected by such a resolution shall be given due notice of the public hearing by the township clerk by way of regular mail at least ten days prior to the date of the hearing. Said notice shall be prepared and the public hearing conducted in accordance with Michigan Public Acts No. 64 and 65 of 1989 (MCL 211.741 et seq. 205.735).

Sec. 34-22. Variances.

- (a) The ~~township~~ board may, by resolution, authorize a variance from the requirements of section 34-21 under the following circumstances:
- (1) The ~~township~~ board shall determine that the proposed variance will not impair the public health, safety or general welfare of ~~the inhabitants of the township~~ **residents**.
  - (2) The ~~township~~ board shall determine that a strict application of such requirements would result in practical difficulties to, or undue hardship upon, the owners of such lots or parcels. Practical difficulties may include, but shall not be limited to, severe variations in topography, unsuitable soils or difficulty in providing safe separation between pedestrian and vehicular traffic due to site location, layout or existing building arrangements. The cost of installing a sidewalk shall not constitute the sole basis for an undue hardship.
  - (3) A variance may be granted by the board when the preponderance of lots or parcels of land on the street in question are already developed with no sidewalks existing, and

accordingly that a sidewalk would not likely connect to any other walk, and thus not serve the purpose of a ~~pedestrian~~ **non-motorized transportation** system.

- (b) A variance request shall be filed by the property owner or their designated agent. An application for a variance shall be submitted to the township clerk on a special form for that purpose. Applications shall be submitted at least two weeks in advance of a regular meeting of the ~~township~~ board. A fee, as established by the ~~township~~ board, shall be submitted with the variance application.
- (c) The ~~township planning~~ **community development** department shall ~~have the responsibility of preparing~~ **prepare** a written report which shall be submitted to the ~~township~~ board prior to the meeting at which the board will consider a variance.

Sec. 34-23. Repair of sidewalks.

- (a) It shall, ~~in all cases,~~ be the responsibility of the owner of every lot or parcel of land ~~in the township~~ to keep the sidewalks adjacent to ~~his~~ **their** lot or parcel in good repair. Sidewalks shall be repaired or replaced when the condition of same is detrimental to ~~the~~ **public** safety. ~~of the general public.~~ Conditions requiring repair include, but are not limited to, the following:
  - (1) A rise or drop of more than one inch between any two ~~sections~~ **flags of sidewalks or a vertical discontinuity of more than one inch on any flag.**
  - (2) More than two cracks of one-quarter inch in width or in any two linear feet of ~~sidewalk section~~ **flag.**
  - (3) Any **flag section of sidewalk** which is tilted in excess of one inch per foot from inside edge to outside edge. (The outside edge being the edge of the sidewalk nearest the street line.)
  - (4) If, in any **flag, five foot section of sidewalk,** more than 50 percent of the surface has scaled off to a depth of one-quarter inch or greater. ~~that section of the sidewalk shall be replaced.~~
  - (5) **An undermined flag below which there is a visible void causing the sidewalk to rock or seesaw.**
  - (6) **One or more flags, or a portion of a flag, are missing due to, but not limited to, construction activities, driveway repairs, and utility repairs and installations.**
- (b) Whenever the township engineer or ~~the engineer's designated agent~~ **their designee** shall determines that **an owner of a lot or parcel adjacent to a sidewalk has left the sidewalk is-** in a state of disrepair **or has not properly maintained the sidewalk in accordance with section 34-23 (a),** a notice shall be sent by regular mail to the owner of the adjacent lot or parcel to repair the sidewalk. The notice shall specify the time period within which such work shall be commenced. In no case shall the time period allowed for repair of a sidewalk exceed ~~90~~ **30** days **unless authorized otherwise by the township engineer or their designee.**

- (c) It shall be the responsibility of the owner of every lot or parcel of land to maintain the sidewalks adjacent to their lot or parcel. Sidewalks must be maintained free from encroaching obstructions including, but not limited to, overhanging tree limbs, bushes, vines, fences, walls, and structures.

**Sec. 34-24. Sidewalk defects caused by negligence.**

The township engineer may order a sidewalk repaired by persons who have caused the repair to be necessary through their own actions by excavating under or adjacent to the sidewalk, placing weight upon the sidewalk greater than its designated capacity, or any other negligent act.

**Sec. 34-25. Construction or repair by the township.**

If any owner shall fail or neglect to construct or repair any sidewalk adjacent to their lot or parcel of land within such time as herein required, or as may be required by a resolution of the ~~township~~ board, the ~~township~~ board may cause the same to be done in accordance with the provisions of Public Act No. 80 of 1989 (MCL 41.288a), and the cost of said construction or repair may be paid out of the contingent fund of the township and the township board may pursue the means necessary **use any lawful means available** to recover the cost of said construction or repair. ~~from the owner.~~

**Sec. 34-26. Sidewalk permits.**

**A permit is required prior to beginning construction, removal, or repair of a sidewalk. The permit shall be in a form provided by the township engineer.**

**Sec. 34-27. Construction standards.**

All sidewalks hereafter constructed, repaired or rebuilt shall be constructed, repaired or rebuilt according to the township sidewalk construction standards as adopted by ~~resolution of the township~~ **the board.**

**Sec. 34-28. Authority of township board.**

The ~~township~~ board, or the board's ~~designated official~~ **designee**, shall have authority to provide for the construction or repair of sidewalks as well as the clearance of ice and snow by general contract, or in such other manner as it shall determine.

**Sec. 34-29. Administration.**

It shall be the responsibility of the township engineer, or **their designee** ~~such person as the engineer may designate~~, to supervise and control all sidewalks and the construction, repair, and maintenance thereof, including inspection, and the issuance of appearance tickets if so designated by the township manager, and to enforce the provisions of this article.

~~Sec. 34-30. Appearance tickets.~~

~~After a notice of violation is given to a person pursuant to section 34-20 and compliance with the provisions of this article has not been obtained, the township manager, or an official appointed by the~~

~~township manager, shall be authorized to issue and serve appearance tickets on any person with respect to any violation of this article when there is reasonable cause to believe that the person has committed such an offense. This authority is granted pursuant to Public Act No. 147 of 1968 (MCL 764.9a et seq.).~~

**Sec. 34-30. Violations.**

- (a) Violations of the provisions of this article, or failure to comply with any of its requirements, shall be punishable as a municipal civil infraction, subject to a fine in the amount of \$50.00 if paid within ten days of issuance, or \$100.00 if paid after ten days of issuance.**
- (b) Municipal civil infractions shall be issued and served to the owner of the property upon which the violation has occurred.**
- (c) The imposition of any fine shall not exempt the violator from compliance with the provisions of this article. Each day a violation remains in existence may be treated as a separate offense.**
- (d) If any fines and/or costs associated with this section are not paid, the civil infraction citation may be filed with the district court in accordance with section 20-22 (g).**
- (e) The civil fine associated with this section shall be set from time to time by the board by resolution.**

**Sec. 34-31. Violations deemed municipal civil infraction.**

**For each violation of a provision of this article, or failure to comply with any of its requirements, a township appointed official shall be authorized to issue and serve a municipal civil infraction citation, in accordance with article II of chapter 20, on any person with respect to a violation of this article when there is reasonable cause to believe that person has committed such an offense.**

C:\rpt\amend\Sidewalk Ord #3

DELTA CHARTER TOWNSHIP  
FINANCE REPORT  
FOR TOWNSHIP BOARD MEETING  
6/16/2014

Disbursement requests listed on the following pages, totaling \$ 941,911.64 have been received and reviewed by the Manager, Finance Director, and Clerk. It is recommended that all listed vouchers be approved for payment.

Bond/Debt Payments	750.00
Investments	
Payroll & Related	329,141.76
Refunds	2,485.40
Tax Distributions	
Vendor Claims	609,534.48
Total	\$ 941,911.64

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Ken Fletcher, Township Supervisor

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Mary Clark, Township Clerk

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Howard Pizzo, Township Treasurer

PAYABLES FOR DELTA CHARTER TOWNSHIP  
BOARD AGENDA DATE 6/16/2014

Check Date	Check	Vendor Name	Description	Amount
06/04/2014	287838	AT&T	INTERNET	37.00
06/04/2014	287839	BRD PRINTING INC.	REGULAR ENVELOPES	4,813.82
06/04/2014	287841	CAPITAL AREA UNITED WAY	PAYROLL WITHHOLDING	29.00
06/04/2014	287844	COMCAST	CABLE TV & INTERNET AT 4538 ELIZABETH RD	149.63
06/04/2014	287845	COMCAST	INTERNET SERVICE 6575 WILLOW HWY, 48837	79.90
06/04/2014	287847	JULIE DILLON	SUBSTITUTE INSTRUCTOR FOR CHAIR EXERCISE	14.00
06/04/2014	287850	EATON COUNTY TREASURER	TAX TRIBUNAL CHANGES	1,002.42
06/04/2014	287851	JOYCE FARMER	INSTRUCTOR FOR CHAIR EXERCISE CLASS	28.00
06/04/2014	287852	FIDELITY SECURITY LIFE INS/ EYEMED	VISION COVERAGE	1,266.52
06/04/2014	287853	DELTA TWP PROFESSIONAL FIREFIGHTERS	PAYROLL W/H UNION DUES	1,020.00
06/04/2014	287854	BARBARA FOLEY	PAYROLL WITHHOLDING	650.00
06/04/2014	287855	BARBARA FOLEY	PAYROLL WITHHOLDING	170.13
06/04/2014	287856	FRONTIER	PHONE	203.30
06/04/2014	287857	KATIE HUBBARD	INSTRUCTOR FOR CHAIR EXERCISE CLASS	42.00
06/04/2014	287860	LANSING BOARD OF WATER & LIGHT	ELECTRICITY FOR MULTIPLE ACCOUNTS	5,510.12
06/04/2014	287861	LANSING BOARD OF WATER & LIGHT	ELECTRICITY FOR MULTIPLE ACCOUNTS	395.52
06/04/2014	287862	LANSING BOARD OF WATER & LIGHT	ELECTRICITY FOR MULTIPLE ACCOUNTS	2,091.74
06/04/2014	287863	LANSING BOARD OF WATER & LIGHT	ELECTRICITY FOR MULTIPLE ACCOUNTS	41,234.70
06/04/2014	287864	LANSING BOARD OF WATER & LIGHT	ELECTRIC SERVICE AT 4820 DELTA RIVER	150.84
06/04/2014	287866	MICHIGAN EDUCATION TRUST	PAYROLL WITHHOLDING	88.00
06/04/2014	287867	GARY'S HEATING SERVICE INC	REFUND OVERPMT BLDG PERMIT PM140289	20.00
06/04/2014	287868	Harmon Sign Co	REFUND PERMIT PS140029 NO FEE OWED	30.00
06/04/2014	287869	THE PARTS PLACE	GASKET MARKERS	195.04
06/04/2014	287870	MICHAEL FOERSTER	REFUND COED SINGLES FEES	250.00
06/04/2014	287871	LORI HAMELINK	REFUND RENTAL DEPOSIT	250.00
06/04/2014	287872	VERIZON	TOWNSHIP CELL PHONES	1,077.11
06/11/2014	287873	AT&T	TELEPHONE	39.57
06/11/2014	287874	JACKLIN BLODGETT	CONTRACTUAL - AQUATICS	45.00
06/11/2014	287875	LORI BOLAN	CONTRACTUAL - AQUATICS	35.00
06/11/2014	287876	BRD PRINTING INC.	A/P CHECKS, BUSINESS CARDS, MAILING MAGAZINE	1,104.12



06/11/2014	287877	MATTHEW BROWN	CONTRACTUAL - SCOREKEEPER	84.00
06/11/2014	287878	KENDRA CANTINE	CONTRACTUAL - SCOREKEEPER	72.00
06/11/2014	287879	TODD CANTINE	CONTRACTUAL - SCOREKEEPER	18.00
06/11/2014	287880	NICHOLAS CHAPIN	CONTRACTUAL - SCOREKEEPER	18.00
06/11/2014	287881	COMCAST	7000 W WILLOW LANSING MI - INTERNET	99.32
06/11/2014	287882	COMCAST	5915 HAAG RD, LANSING MI - INTERNET	79.90
06/11/2014	287883	CONNIE COMPTON	CONTRACTUAL - SCOREKEEPER	72.00
06/11/2014	287884	CONSUMERS ENERGY	STREET LIGHTS	3,104.18
06/11/2014	287885	ALEXA CROSSLAND	CONTRACTUAL - SCOREKEEPER	18.00
06/11/2014	287886	DATAMAIL SERVICES	POSTAGE FOR MAILING SUMMER TAX BILLS	4,953.00
06/11/2014	287888	DEBRA DUFFY	CONTRACTUAL - AQUATICS	60.00
06/11/2014	287889	EATON COUNTY TREASURER	TAX TRIBUNAL CHANGES	1,072.29
06/11/2014	287890	EATON COUNTY TREASURER	TAX TRIBUNAL CHANGES	166.38
06/11/2014	287891	EATON COUNTY TREASURER	TAX TRIBUNAL CHANGES	1,253.17
06/11/2014	287893	EATON COUNTY TREASURER	TAX TRIBUNAL CHANGES	1,722.05
06/11/2014	287895	EATON COUNTY TREASURER	SALE OF DOG LICENSES	1,314.00
06/11/2014	287897	AIRIKA GUZMAN	CONTRACTUAL - SCOREKEEPER	36.00
06/11/2014	287899	MARALYN HYDE	CONTRACTUAL - AQUATICS	160.00
06/11/2014	287901	BILL KNIGHT	REFUND UMPIRE FEES	150.00
06/11/2014	287902	LANSING BOARD OF WATER & LIGHT	RTE NQ-0145 - WHOLESALE WATER	174,273.64
06/11/2014	287903	LANSING BOARD OF WATER & LIGHT	ELECTRICITY AT 6115 & 6415 DELTA RIVER DR	143.17
06/11/2014	287904	LANSING BOARD OF WATER & LIGHT	ELECTRICITY FOR 7708 ADMINISTRATION DR	826.39
06/11/2014	287905	LANSING BOARD OF WATER & LIGHT	ELECTRICITY FOR MULTIPLE ACCOUNTS	877.91
06/11/2014	287906	LANSING BOARD OF WATER & LIGHT	STREET LIGHTING IN DELTA TWP	42,013.78
06/11/2014	287913	CAROLYN MCARTHUR	CONTRACTUAL - AQUATICS	80.00
06/11/2014	287915	MCMASTER-CARR SUPPLY CO.	COUPLINGS	88.14
06/11/2014	287918	ELIZABETH JOHNSON	REFUND RENTAL DEPOSIT	250.00
06/11/2014	287919	JOSEY MCCLOUD	REFUND RENTAL DEPOSIT	250.00
06/11/2014	287920	CHARLES & MARILY PERRY	REFUND FOR CEMETERY FOUNDATION	113.40
06/11/2014	287921	SHARON PHILLIPS	REFUND RENTAL DEPOSIT	250.00
06/11/2014	287922	CURT DYKHUIZEN	REFUND DETROIT TIGER TRIP	70.00
06/11/2014	287923	BROOKE MILLER	REFUND COED TBALL FEES	35.00
06/11/2014	287924	PAULINE MAUSSER	REFUND SENIOR CORE 39ERS	32.00
06/11/2014	287925	MEREDITH PATTERSON	REFUND RENTAL DEPOSIT	250.00

06/11/2014	287926	ELIZABETH SCHANER	REFUND SECURITY DEPOSIT	250.00
06/11/2014	287927	PETER BAKER	REFUND SECURITY DEPOSIT	250.00
06/11/2014	287928	DEQUARIUS STEWART	REFUND COED TBALL	35.00
06/11/2014	287929	LANCE QUEEN	GAME FORFEIT 6/4	24.00
06/11/2014	287931	TERESA SALISBURY	CONTRACTUAL - SCOREKEEPER	36.00
06/11/2014	287932	JANET SHEPARD	CONTRACTUAL - SCOREKEEPER	153.00
06/11/2014	287933	MITCHELL G. SIMON	CONTRACTUAL - SCOREKEEPER	108.00
06/11/2014	287934	MYKAILAH STONEHAM	CONTRACTUAL - SCOREKEEPER	90.00
06/11/2014	287935	JUDITH STURLEY	CONTRACTUAL - AQUATICS	220.00
06/11/2014	287936	TDS METROCOM	TELEPHONE SERVICES	226.06
06/11/2014	287937	TRACTOR SUPPLY CREDIT PLAN	STATEMENT FOR SUPPLIES & MATERIALS	589.16
06/11/2014	287939	VERIZON	PHONE, AIR CARD, IPAD WIRELESS	380.14
06/11/2014	287941	RICK WHITTEN	CONTRACTUAL - SCOREKEEPER	36.00
06/11/2014	287942	ZAYO ENTERPRISE NETWORKS	HIGH SPEED PH & INTERNET ACCOUNTS	3,890.17
06/18/2014	287943	AC&E RENTALS	PROPANE	31.13
06/18/2014	287944	AIRGAS USA, LLC	MEDICAL GAS	58.96
06/18/2014	287945	ALRO STEEL	USABLE DROPS AND MIG WIRE	100.53
06/18/2014	287946	AMBS MESSAGE CENTER	ANSWERING SERVICE FOR UTILITIES & CEMETERIES	312.20
06/18/2014	287947	AMERICAN RENTALS, INC.	PORTABLE TOILETS	1,060.00
06/18/2014	287948	APOLLO FIRE EQUIPMENT	STORZ ADPT FOR HYDRANT	296.63
06/18/2014	287949	APPLIED INDUSTRIAL TECH.	COUPLINGS	42.55
06/18/2014	287950	ARROW UNIFORM	UNIFORMS FOR UTILITIES & PARKS	886.40
06/18/2014	287951	AUTO VALUE PARTS STORE	VEHICLE MAINTENANCE SUPPLIES	511.14
06/18/2014	287952	BANDIT INDUSTRIES	YOKE SPRING FOR EQUIPMENT MAINT	57.15
06/18/2014	287953	THE BANK OF NEW YORK MELLON	DELTA L/T GO BONDS SER 06 ACT#2217060200	750.00
06/18/2014	287954	DAREN BEBEE	PARKS PER DIEM	150.00
06/18/2014	287955	BELLE TIRE	FOUR WHEEL ALIGNMENT	60.00
06/18/2014	287956	BENTLEY SYSTEMS, INC.	WATERGEMS 1000 PIPES SELECT SUB	609.00
06/18/2014	287957	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	619.94
06/18/2014	287958	BOYNTON FIRE SAFETY SERVICE	ANNUAL FIRE EXTINGUISHER INSPECTION	174.00
06/18/2014	287959	BSN SPORTS	ADULT & YOUTH SPORTS SUPPLIES	997.82
06/18/2014	287960	BURNHAM & FLOWER AGENCY INC.	INSURANCE	5,587.00
06/18/2014	287961	CAROL'S APPAREL	PARKS & REC SHIRTS FOR DELTA ROCKS	775.00
06/18/2014	287962	CARRIER & GABLE, INC.	OPTICOM EMITTER FOR AMBULANCE	1,065.00

06/18/2014	287963	CDW GOVERNMENT INC.	TABLET,COMPUTER,EQUIPMENT,TONERS	6,258.38
06/18/2014	287964	CINTAS CORPORATION #725	MATS FOR TWP HALL & SUBSTATION	104.00
06/18/2014	287965	CITY OF LANSING	GM SANITARY SEWER 425 AGREEMENT - APRIL	66,261.56
06/18/2014	287966	CORROSION FLUID PROD., CORP.	SEAL, VITON O-RING, GASKETS COLLAR FLOWS	918.00
06/18/2014	287967	THE COTTAGE GARDENS INC.	GROUPS SUPPLIES FOR DELTA CTR CEM	210.00
06/18/2014	287968	CRIPPEN	LABOR, FOR REPROGRAMMED BODY CONTROL MOD	144.28
06/18/2014	287969	D&G EQUIPMENT INC.	TRANS FILTER, BELT, PUMP BELT, HYDRO OIL	272.11
06/18/2014	287970	DATAMAIL SERVICES	PROCESS,PRINT,FOLD,INSERT,MAIL W/S BILLS	4,310.02
06/18/2014	287971	DIESEL EQUIPMENT SALES & SERVICE	HOSE CLAMP, RETURN HOSE	18.57
06/18/2014	287972	DUCKETT BROTHERS DISTRIBUTING	BUILDING MAINTENANCE SUPPLIES	990.34
06/18/2014	287973	EAGLE ENTERPRISE OF MICHIGAN, INC	OVERHEAD DOOR REPAIR	125.00
06/18/2014	287974	EAGLE TOWNSHIP	BILLABLE FIRE/AMB RUNS - MAY	1,694.98
06/18/2014	287975	THEODORE S. BAUMER	CANAL SIDEWALK EASEMENT	2,025.00
06/18/2014	287976	DEBRA TARRANT	CANAL SIDEWALK EASEMENT	1,500.00
06/18/2014	287977	EATON COUNTY TREASURER	TAX TRIBUNAL CHANGES	891.40
06/18/2014	287980	EATON COUNTY TREASURER	TAX TRIBUNAL CHANGES	1,538.53
06/18/2014	287981	EATON COUNTY REGISTER OF DEEDS	RECORDING FEES	23.00
06/18/2014	287982	EATON COUNTY REGISTER OF DEEDS	RECORDING FEES	23.00
06/18/2014	287983	EATON COUNTY REGISTER OF DEEDS	RECORDING FEES	23.00
06/18/2014	287984	EATON COUNTY ROAD COMMISSION	ROAD CUT PERMIT	400.00
06/18/2014	287985	ECSO-VIPS	FIREWORKS SECURITY	500.00
06/18/2014	287986	ENVIRONMENTAL RESOURCE ASSOC.	LAB - WASTEWATER	238.00
06/18/2014	287987	E.T. MACKENZIE CO.	SKYWAY LIFT STATION CONTRACTOR	133,237.10
06/18/2014	287988	ETNA SUPPLY COMPANY	WATER METERS	4,215.60
06/18/2014	287989	FACILITY SOLUTIONS, INC.	BUILDING MAINTENANCE SUPPLIES	380.31
06/18/2014	287990	FERGUSON ENTERPRISES, INC.#934	3/8X2 BLK XHSTL NIP, 1/2X3/8 BLK MI BUSH	4.25
06/18/2014	287991	FIBERTEC ENVIRONMENTAL SERVICES	IPP MONITORING	146.00
06/18/2014	287992	FOR A SONG & DANCE	PHOTO BOOTH AT DELTA ROCKS	450.00
06/18/2014	287993	GANNETT MICHIGAN NEWSPAPERS	ADVERTISINGS	2,635.50
06/18/2014	287994	GENERAL CODE	AFFINITY MAINTENANCE	880.00
06/18/2014	287995	GORDON FOOD SERVICE, INC.	SUPPLIES FOR PARKS 39ERS & EVENTS	286.72
06/18/2014	287996	GRAINGER	GRINDER REPL & BLOWER BLDG EXHAUST FAN	559.11
06/18/2014	287997	GRAYMONT CAPITAL INC.	WWTP QUICK LIME CHEMICALS	4,910.00
06/18/2014	287998	GREATER LANSING CONVENTION	BASIC ANNUAL DUES K.FLETCHER ID #691	400.00

06/18/2014	287999	GREAT LAKES EXPRESS SERVICE, INC.	MAIL SERVICE	294.00
06/18/2014	288000	GUARDIAN ALARM	ALARM BILLING FOR FIRE DEPT #1	28.00
06/18/2014	288002	HOLLAND SUPPLY, INC.	HEMMED SPEARHEAD	405.02
06/18/2014	288003	PETER HURST	REIMBURSE RENEWAL WW OP CERT	95.00
06/18/2014	288004	IAFC	MEMBERSHIP RENEWAL	209.00
06/18/2014	288005	I SCREAM	ICE CREAM AT FIREWORKS	600.00
06/18/2014	288006	J&B MEDICAL SUPPLY, INC	MEDICAL SUPPLIES	210.34
06/18/2014	288007	J.L. GEISLER CORP.	REPLACEMENT WALL PLATE	35.90
06/18/2014	288008	JAMMIN' DJ'S LLC	DJ FOR DELTA ROCKS EVENT	375.00
06/18/2014	288009	JOEL TACEY'S TIPTOP ENTERTAINMENT	STILTWALKER FOR DELTA ROCKS	556.00
06/18/2014	288010	K9 CONNECTION ALL AMERICAN DOG TEAM	DOG AGILITY SHOWS AT DELTA ROCKS	450.00
06/18/2014	288011	PAUL KELSEY	PARKS PER DIEM	150.00
06/18/2014	288012	KENDALL ELECTRIC, INC.	ELECTRIC AND BUILDING MATERIALS	1,954.36
06/18/2014	288013	KEUSCH TIRE AND TOWING	NEW TIRE BACKHOE & TIRE AND RIM SWITCH	228.95
06/18/2014	288014	MARY KWAS	PARKS PER DIEM	150.00
06/18/2014	288015	LANSING UNIFORM CO.	UNIFORMS	547.50
06/18/2014	288016	LONNIE LEE	PARKS PER DIEM	150.00
06/18/2014	288017	LOOMIS	ARMORED SERVICE	325.64
06/18/2014	288018	LOUIS PADNOS IRON & METAL CO.	STAINLESS STEEL SHEETS	217.00
06/18/2014	288019	MARK'S LOCK SHOP, INC.	REPLACEMENT OFFICE DOOR KEY	5.00
06/18/2014	288020	MCNAMARA'S HEATING & COOLING	REPAIR & MAINTENANCE ON BUILDING	995.00
06/18/2014	288021	MEDICAL MANAGEMENT SYSTEMS OF	AMBULANCE FEES	8,763.37
06/18/2014	288022	MEDLER ELECTRIC CO.	GATE LIGHT	18.51
06/18/2014	288023	MENARDS	LUMBER	25.75
06/18/2014	288024	MICHIGAN COMPANY, INC.	BUILDING MAINTENANCE SUPPLIES	44.53
06/18/2014	288025	MIDAMERICAN TECHNOLOGY, INC.	MISS DIG TRACER - BUDGETED ITEM	4,249.00
06/18/2014	288026	MICHIGAN ELECTION RESOURCES	APPLICATION TO VOTE AFFIRMATION STATEMENTS	381.17
06/18/2014	288027	MICHIGAN LOCAL GOVERNMENT	SUMMER WORKSHOP JULY 22-25	149.00
06/18/2014	288028	MICHIGAN TOWNSHIPS ASSO.	CLASSIFIED ADVERTISING	20.00
06/18/2014	288029	MYERS PLUMBING & HEATING, INC.	ON DEMAND WATER HEATER AT RECYCLE CTR	96.00
06/18/2014	288030	NCL OF WISCONSIN	FILTERS, PETRI DISH, PARAFILM, FILTER PARTS	2,107.48
06/18/2014	288031	NELSON TANK ENGINEERING & CONS	PRECONSTRUCTION MEETING, REVIEW SUBMITTAL	4,610.00
06/18/2014	288032	NYE UNIFORM	UNIFORM PANTS	100.47
06/18/2014	288033	CANON SOLUTIONS AMERICA, INC.	COPIER MAINTENANCE	2,749.33

06/18/2014	288034	O'LEARY PAINT CO.	BUILDING MAINTENANCE MATERIALS/SUPPLIES	1,105.28
06/18/2014	288035	RESERVE ACCOUNT	ADDITIONAL POSTAGE FUNDS	10,000.00
06/18/2014	288036	PVS TECHNOLOGIES, INC.	FERRIC CHLORIDE SOLUTION	5,153.39
06/18/2014	288037	QUALITY TIRE, INC.	TRAILER TIRE REPAIR	572.72
06/18/2014	288038	INTERSTATE BILLING	TIGER TAIL	307.35
06/18/2014	288039	SERPENTIX CORPORATION	20" BELT PAN	643.00
06/18/2014	288040	SHANANIGANS THE CLOWN	CLOWNS FOR VIP AREA AT FIREWORKS	225.00
06/18/2014	288041	SHERWIN-WILLIAMS	PAINT, BRUSHES & BUILDING SUPPLIES	527.38
06/18/2014	288042	SUNDANCE CHEVROLET	MODULE VEHICLE PARTS	184.83
06/18/2014	288043	RICH THACKER	TRAINING VIDEOS	225.00
06/18/2014	288044	BARBARA THORBURN	PARKS PER DIEM	100.00
06/18/2014	288045	THRUN LAW FIRM P.C.	STATEMENT OF LEGAL FEES	5,461.72
06/18/2014	288046	TRI-COUNTY OFFICE ON AGING	TRAYS & NAPKINS	45.70
06/18/2014	288047	TRIDENT INSURANCE SERVICES	ALLEGED CIVIL RIGHTS VIOLATIONS	694.00
06/18/2014	288048	CARMEN TURNER	PARKS PER DIEM	100.00
06/18/2014	288049	UNIQUE PHOTO, INC.	PHOTO PACK 50 PRINTS	260.40
06/18/2014	288050	USA BLUE BOOK	LATEX GLOVES	20.98
06/18/2014	288051	VERTICAL EDGE ENTERTAINMENT	INFLATABLES AT DELTA ROCKS	4,000.00
06/18/2014	288052	WHISPERING PINES MOBILE ZOO, LLC	MOBILE ZOO AT DELTA ROCKS	600.00
06/18/2014	288053	AL WILSON	PARKS PER DIEM	150.00
06/18/2014	288054	WILLIAM WING	REIMBURSE MI MECHANIC CERT RENEWAL	20.00
				<hr/>
PAYABLES				614,727.01
PAYROLL P.E. 6/07/2014				<hr/>
GRAND TOTAL:				<u><u>\$ 941,911.64</u></u>

**CHARTER TOWNSHIP OF DELTA**  
Public Meeting Room A  
Delta Township Administration Building  
7710 West Saginaw Highway  
Lansing MI 48917

**TOWNSHIP BOARD REGULAR MEETING MINUTES FOR  
MONDAY, JUNE 2, 2014**

**I. CALL TO ORDER**

Supervisor Fletcher called the meeting to order at 6:00 p.m.

**II. OPENING CEREMONIES – Pledge of Allegiance**

**III. ROLL CALL**

Members Present: Trustee Jeff Hicks, Trustee Dennis Fedewa, Trustee Karne Mojica, Treasurer Howard Pizzo, Clerk Mary R. Clark, and Supervisor Kenneth Fletcher.

Members Absent: Trustee R. Douglas Kosinski

Others Present: Manager Richard Watkins, Community Development Director Mark Graham, Lieutenant Jeff Campbell, Fire Chief John Clark, Assistant Fire Chief Mike Roman, Eaton County Commissioners Blake Mulder, Jane Whitacre, Howard Spence, Jim Osieczonek, Roger Eakin, Eaton County Road Commissioner Blair Ballou

TRUSTEE HICKS MOVED TO EXCUSE TRUSTEE R. DOUGLAS KOSINSKI.

TREASURER PIZZO SUPPORTED THE MOTION.

THE MOTION PASSED 6-0.

**IV. PRESENTATIONS AND PROCLAMATIONS**

Delta Township resident Darnell Early who served on the Board of Water and Light Community Review Team stated that his committee has completed their review as have both the Board of Water and Light (BWL) and the Michigan Public Service Commission.

Mr. Early gave an overview of the findings of the various reports and stated that it was now in the hands of each elected and appointed official to ensure implementation and monitoring of the improvements. In addition, Mr. Early stated that it is in the hands of the municipalities surrounding the City of Lansing without current representation on the BWL Board to ensure they have representation on the BWL Board. Supervisor Fletcher stated conversations are ongoing between the Township and BWL to ensure representation from the Township on their Board.

Trustee Fedewa asked if Mr. Early's committee reviewed the transference of funds to the City of Lansing from the Board of Water and Light's revenue stream. Mr. Early stated the subject was not a specific charge of the review committee; however it was a discussion point as part of the larger discussion of the need for better representation. Trustee Fedewa stated he is concerned that the residents of Delta Township are contributing to the operating cost of the City of Lansing through the Board of Water and Light's revenue stream and believes that some transparency in that regard would serve the Township residents well.

Trustee Fedewa stated that one comment made by a spokesperson in the report that the current BWL culture would be prohibitive to them transcending into something different than they already are. Trustee Fedewa, with that comment in mind, asked Mr. Early if he believed that just the pressure of the political leaders of the communities involved was adequate pressure to change that culture, or whether it required other large opinion makers in the general area as well. Mr. Early stated that the beginning point would be with municipal representation and further indicated he is confident that the issues are manageable with prioritization and accountability.

Supervisor Fletcher recognized that Blake Mulder, Chair of the Eaton County Board of Commissioners, Commissioner Roger Eakin, Commissioner Jim Osieczonek, Commissioner Jane Whitacre, and Commissioner Howard Spence were present this evening and would be participating in a discussion later in the meeting regarding the proposed Eaton County road millage.

**V. SET/ADJUST AGENDA**

TRUSTEE HICKS MOVED TO APPROVE THE AGENDA AS PRESENTED.

TREASURER MOJICA SUPPORTED THE MOTION.

THE MOTION PASSED 6-0.

**VI. PUBLIC HEARINGS – NONE.**

**VII. COMMUNICATIONS – NONE.**

**VIII. PUBLIC COMMENTS FOR ITEMS NOT ON AGENDA *(maximum two minutes)* - NONE.**

**IX. INTRODUCTION OF ORDINANCES – NONE.**

**X. PASSAGE OF ORDINANCES – NONE.**

**XI. CONSENT AGENDA –**

Trustee Hicks requested the May 19, 2014 Regular Board Meeting Minutes be pulled for corrections and additions.

TREASURER PIZZO MOVED TO APPROVE THE CONSENT AGENDA AS AMENDED.

TRUSTEE MOJICA SUPPORTED THE MOTION.

ROLL CALL:

AYES: TREASURER HOWARD PIZZO, TRUSTEE KAREN MOJICA, TRUSTEE JEFF HICKS, TRUSTEE DENNIS FEDEWA, CLERK MARY R. CLARK, AND SUPERVISOR FLETCHER.

NAYS: NONE

ABSENT: TRUSTEE R. DOUGLAS KOSINSKI

THE MOTION PASSED 6-0.

<b>1. Bills and Financial Transactions</b>	<b>\$850,666.78</b>
Bond/Debt Payments	
Investments	
Payroll & Related	322,634.13
Refunds	987.27
Tax Distributions	
Vendor Claims	527,045.38
Total	\$ 850,666.78

TREASURER PIZZO MOVED TO APPROVE THE BILLS AND FINANCIAL TRANSACTIONS IN THE AMOUNT OF \$850,666.78.

TRUSTEE MOJICA SUPPORTED THE MOTION.

THE MOTION PASSED 6-0.

**XII. ITEMS REMOVED FROM CONSENT AGENDA FOR DISCUSSION**

**2. Minutes - May 19. 2014 Regular Board Meeting Minutes**

Trustee Hicks stated that he believes that it is important to identify who is asking questions



and commenting. That it is incumbent upon each Board Member to wait to be recognized which will in turn allow comments and questions to be attributed correctly within the content of the minutes.

Treasurer Pizzo stated that the absence of paraphrasing and or direct attribution to the speaker can lead to a need by a Board member to make corrections.

Supervisor Fletcher stated that he will make more of an effort to identify speakers and believes, especially in the Committee of the Whole meetings, that the flow of conversation can sometimes prohibit identifying speakers. During Regular Board meetings it is where everyone needs to make a better effort of formally being recognized before speaking. Trustee Hicks agreed.

TRUSTEE HICKS MOVED TO APPROVE THE MAY 19, 2014 REGULAR BOARD MEETING MINUTES AS PRESENTED.

TREASURER PIZZO SUPPORTED THE MOTION.

THE MOTION PASSED 6-0.

Clerk Clark asked for clarification, in relation to the Regular Board minutes, whether the Board wants comments attributed and if there is no recognition of whose speaking, then those comments wouldn't be included. Supervisor Fletcher stated he believes that speakers should continue to be identified. Trustee Hicks stated that he believes a balance between recording everything and no attribution of comments can be made.

### **XIII. ITEMS ADDED TO AGENDA UNDER SECTION V. SET/ADJUST AGENDA**

### **XIV. ITEMS OF BUSINESS**

#### **3. Final Consideration of Bryan Special Land Use Permit Request**

The Community Development Department recommends that the Township Board approve the request for a Special Land Use Permit for a truck repair facility on the property described in Case No. 5-14-5.

TREASURER PIZZO MOVED THAT THE DELTA TOWNSHIP BOARD APPROVE THE REQUEST FOR A SPECIAL LAND USE PERMIT FOR TRUCK REPAIR FACILITY ON THE PROPERTY DESCRIBED IN CASE NO. 5-14-5 FOR THE FOLLOWING REASONS:

1. THE REQUEST IS CONSISTENT WITH THE PROVISIONS OF THE DELTA TOWNSHIP COMPREHENSIVE PLAN AND THE ZONING ORDINANCE.

2. THE REQUEST CAN BE OPERATED SUCH THAT IT IS COMPATIBLE WITH SURROUNDING LAND USES.

THE SPECIAL LAND USE PERMIT IS RECOMMENDED FOR APPROVAL SUBJECT TO THE FOLLOWING STIPULATIONS:

1. THE PARKING LOT MUST BE STRIPED TO ACCOMMODATE 4 PARKING SPACES FOR THE 4 EMPLOYEES, INCLUDING 1 VAN- ACCESSIBLE HANDICAP SPACE.
2. FAILURE OF THE APPLICANT TO COMPLY WITH ANY OF THE PROVISIONS REQUIRED BY THE ZONING ORDINANCE, OR ANY STIPULATIONS REQUIRED BY THE DELTA TOWNSHIP BOARD, SHALL CONSTITUTE GROUNDS FOR TERMINATION OF THIS PERMIT BY THE TOWNSHIP BOARD.

TRUSTEE MOJICA SUPPORTED THE MOTION.

THE MOTION PASSED 6-0.

**XV. MANAGER'S REPORT – NONE.**

**XVI. COMMITTEE OF THE WHOLE**

**4. Proposed Eaton County Road Millage**

Supervisor Fletcher stated that the Township Board has information brought by Eaton County Commissioner Eakin that explains the numbers of the 1.5 millage proposal over 12 years and the intention is to bring all roads up to good condition. Supervisor Fletcher stated that over 90% of the Township roads would be improved under the millage.

Commissioner Eakin gave an overview of the proposed use of the millage. Supervisor Fletcher asked whether any part of the proposed millage covered snow removal and Commissioner Eakin stated no.

Clerk Clark asked if the millage were to pass, whether it was sufficient as a standalone to do the repair outlined, or if it required the 25% match from MDOT in order to accomplish the repairs in the 12 year plan, or is that 25% then money that could be used for snow plowing, additional equipment etc. Commissioner Eakin stated the funds raised by the millage are what are necessary to repair the roads.

Trustee Hicks asked whether the chart provided meant that Delta Township residents would put in almost \$23 million and get a little over \$13 million in repair costs. Mr. Ballou stated that was correct and the reason being is that there are multiple primary roads in Delta Township that contain a tax base such a commercial and some residential that will

be paying into the tax and not utilizing the funds raised.

Trustee Fedewa asked when it was anticipated to be on the ballot and it was said November 2014.

Commissioner Howard Spence stated that while the Township will be a donor to the program so to speak, it would reap the secondary benefit of roads outside of the Township being fixed.

Supervisor Fletcher stated that there are other areas in transportation such as public transportation that need to be looked at as well as how receptive residents would be to voting for this millage and then voting for a millage to fund public transportation – as well as the benefits of Delta Township approving its own 1.5 millage and funding both for the same dollar amount.

Trustee Hicks stated that it is unknown what the Legislature may do in the future and that the road repair millage is on a 12 year cycle and is likely that the millage once passed, will never go away. Trustee Hicks further stated Delta Township roads get more use by the virtue of being more urban township.

Discussion ensued about the issue of possible competing millages (schools, public transportation) and that it is really a Michigan issue and there should be more pressure on the legislature.

Supervisor Fletcher voiced skepticism that the Legislature would do anything related to the roads and believes it is up to the local officials to handle it. The residents may balk at the timing, thinking that the State might be planning to do something with the roads and vote down a millage proposal. Further stating that he believes the discussion really comes down to whether the best way to address the repairs is through the county or locally within the Township.

Treasurer Pizzo asked how the Township would be assured that they would receive its fair share of the millage. That essentially the same relates to his difficulty explaining the rationale to his neighbors regarding snow removal – however there doesn't seem to be a concrete formula that he is aware of.

Trustee Fedewa understands the need for distribution of resources to communities that do not have the tax base for these types of improvements – however the disparity in numbers are quite large even given that argument. He believes this millage will require a lot of education and compared the recent Grand Ledge Schools millage which was about kids and not roads, failed. Answers to the tough questions need to be available.

Trustee Hicks mentioned that when calls come into the Township about roads, they are referred to the Road Commission. However the residents look to us because they elected us. Clerk Clark clarified with Commissioner Ballou that contract snow removal

was at the payment and direction of the ECRC and a portion of the county who has decided to contract out for the services. Commissioner Ballou confirmed.

Clerk Clark noted the timing of the millage being on the November ballot was of concern due to at least four other state-wide ballot initiatives and the ECRC millage would be at the bottom of those on the ballot. Historically, anything placed at the bottom of the ballot – in this case page 2 and possibly 3, frequently do not get the votes that partisan races get because of placement on the ballot. Clerk Clark stated she didn't believe the ballot placement problem would dissipate due to the growing belief on behalf of municipalities that they need to address issues themselves due to a lack of action or inaction.

Clerk Clark notes that in conversations with others, people believe that the problem will not be adequately addressed by the Legislature and want a different option. In regard to the county millage, Clerk Clark stated that when comparing the cost of fuel and parking from communities such as Charlotte and Eaton Rapids, the cost of a millage, if it were to be a total transportation millage (including public transportation, roads and snow removal) would make the millage proposal look more appealing. Clerk Clark asked if there were discussions at the county level to make the millage a broader fix for more than road construction and reconstruction. Commissioner Eakin replied no.

Clerk Clark asked Fire Chief Clark whether current road conditions were affecting the speed and or wear and tear of the Township's expensive equipment inventory. Fire Chief Clark stated that speed wasn't as much a factor, however maintenance costs are affected.

Supervisor Fletcher thanked Commissioner Whitacre for suggesting the meeting and Commissioner Whitacre asked whether the Township has reviewed the more detailed mapping of the roads, outlining which roads. Supervisor Fletcher confirmed that it has been received. In relation to that map, Supervisor Fletcher noted that a road listed as poor, in his opinion was actually fair at worst. Further, he wondered how the voter might translate that into whether the proposal was a fair or needed one. Commissioner Whitacre stated there is logic to all of the assigned road conditions and that it requires public education.

Treasurer Pizzo stated that if a road is brought up to a condition of good, that condition can be maintained as good if a sealing process is used every two years and asked if this was part of the funding to include the sealing every two years. Commissioner Ballou stated that only the work necessary to raise the condition of the road up to good is included, not maintenance of that condition.

Supervisor Fletcher stated that he believes that this millage would be a very tough sell in Delta Township in part because the Township has been looking to EATRAN to expand its services and EATRAN has not done that. That he has heard others say that Delta Township, in regard to public transportation, Delta Township is looking to the out county to subsidize the public transportation yet, when looking at the road millage proposal,

notes that Delta Township is subsidizing the out county area by around \$10 million – in part due to the taxation on commercial businesses and residential areas on primary roads which are not receiving any benefit from the millage. These are also some of the same business and residences the Township is looking to have extended public service to.

## **5. Update on Township Manager Search Process**

Supervisor Fletcher noted that the following dates are not final; however he met last week with the MML's lead executive recruiter, Kathy Grinzinger, who has been assigned to the Township Manager search.

The next Committee of the Whole meeting will be dedicated to meeting with Ms. Grinzinger who will facilitate a dialogue to determine what the Township is looking for in a Manager. Supervisor Fletcher also stated the meeting would be used to help define what will be included in the job posting, the materials promoting the Township in relation to the search, as well as evaluating the applicants.

Supervisor Fletcher stated that Ms. Grinzinger will meet with Department Directors earlier in the same day in small groups to ensure a comprehensive process.

Supervisor Fletcher stated that Ms. Grinzinger would then use the findings from those meetings to develop a first draft of materials with an anticipated date of June 26, 2014. The goal is to have all revisions made prior to the preferred posting date of July 7, 2014 and the posting would remain active through August 1, 2014.

Supervisor Fletcher stated that Ms. Grinzinger would remain involved at the close of the job posting to catalogue the applicants into a matrix as defined by the Department heads and Township Board to determine the top candidates. Ms. Grinzinger will make some preliminary contacts with candidates, such as an out of state applicant, to determine their motive for moving to Michigan, but will not be interviewing candidates.

Supervisor Fletcher stated that Ms. Grinzinger will narrow the candidates to five and bring those recommendations for the interview process back to the Board for discussion/presentation, ideally at the Regular Board meeting on August 18<sup>th</sup>, 2014. Supervisor Fletcher stated the Board will then need to determine the interview schedule and stated that the Board could hold a special, all day, Township Board meeting August 22, or the Board could hold interviews August 25, 2014. Supervisor Fletcher reiterated that the dates are contingent on prior anticipated dates; however the Board should keep them in mind.

Supervisor Fletcher stated, assuming the interviews were concluded on August 25, 2014, if the candidate was determined, the rest of that week could be used to handle additional processes such as criminal background checks and vetting their identity and credentials.

Supervisor Fletcher stated if the timeline worked as above, a Manager could be hired by the first to mid-October.

Manager Watkins stated that one of the most important considerations to make between now and the Committee of the Whole meeting is what types of characteristics the Township is seeking like intangibles - such as attitude, demeanor. While credentials are important, they are easily sorted and verified.

Trustee Mojica asked if the MML would be providing suggested criteria that the Township should be looking for. Supervisor Fletcher stated that he could ask Ms. Grinzinger for something prior to the meeting.

Supervisor Fletcher confirmed that Trustee Mojica would not be at the Committee of the Whole Meeting and Trustee Mojica stated she was going to attempt to Skype to be able to participate in the discussion.

Trustee Fedewa stated the second brain storming session for Place Making with the MML was completed last week and the sessions were an excellent tool being timely as well. Many items discussed will be helpful with updating the zoning ordinance. Supervisor Fletcher asked if there was an end product to share and Trustee Fedewa stated that he believes there would be something. Manager Watkins stated that he would check with Mark, who presented on behalf of the MML.

**XVII. PUBLIC COMMENTS – NONE.**

**XVIII. ADJOURNMENT –**

Supervisor Fletcher adjourned the meeting at 7:34 p.m.

CHARTER TOWNSHIP OF DELTA

KENNETH FLETCHER, SUPERVISOR

MARY R. CLARK, CLERK

/kit  
M:\Regular Board Meeting\BD\MIN\June 2, 2014  
Minutes Approved:

**CHARTER TOWNSHIP OF DELTA**  
Public Meeting Room B  
Delta Township Administration Building  
7710 West Saginaw Highway  
Lansing MI 48917

**TOWNSHIP BOARD COMMITTEE OF THE WHOLE MINUTES**  
**MONDAY, JUNE 9, 2014**

**I. CALL TO ORDER –**

Supervisor Fletcher called the meeting to order at 6:00 p.m.

**II. ROLL CALL –**

Members Present: Supervisor Kenneth Fletcher, Treasurer Howard Pizzo, Clerk Mary R. Clark and Trustees Karen Mojica (via skype), R. Douglas Kosinski, Jeff Hicks and Dennis Fedewa.

Members Absent: None.

Others Present: Township Manager Richard Watkins, Deputy Manager Jenny Roberts and Kathie Grinzinger of the Mid-Michigan Municipal League.

**III. SET/ADJUST AGENDA –**

TRUSTEE HICKS MOVED TO ADOPT THE AGENDA AS PRESENTED.

TRUSTEE FEDEWA SUPPORTED THE MOTION.

THE MOTION PASSED 6-0

**IV. PUBLIC COMMENT – None**

**V. MANAGER'S REPORT –**

There is a medical equipment agreement with Sparrow and McLaren to transmit 12 EKG's to the emergency units. The hospitals will purchase the equipment and Delta will maintain it. The agreement is for two years after the purchase.

There is new legislation that has recently passed the Senate regarding charges that municipalities can set for rental units and related inspections. Details are not clear at this time on what direct impact, if any, this may have on Delta. This will be explored further. At this time, the program at Delta is self-sufficient in regards to the costs to operate the program, and the fees charged.

The Michigan Avenue water main replacement program will begin on June 10<sup>th</sup>. The Claiborne Heights replacement should begin on or about June 16<sup>th</sup>. The Webster Road project is set for July 7<sup>th</sup>.

Ted Droste, the part-time Township Assessor for approximately 20 years, has recently left BS&A. This provides an opportunity for Ted to return to Delta full-time. Utilizing the vacant position in Community Development, Ted will be returning to Delta full-time as the Township Assessing Director and Director of Code Enforcement. The change will promote stronger customer service in both areas. This has been discussed with Mark Graham, Brian Thelen and Jeff Anderson. This will take effect June 10<sup>th</sup>. This should reduce attorney fees in relation to Michigan Tax Tribunal cases and promote additional regional cooperation.

A brief discussion ensued regarding the lack of job posting and the possibility of developing a fast-track appointment system versus utilizing time and resources when not necessary.

Clerk Clark asked that Township staff out in the community take some responsibility and report to Walt any lack of mowing or tall grass. All staff should be conscious of making the community compliant. This would include Parks & Recreation, Utilities, and the like. Trustee Fedewa suggested additional training to those who do not deal with code enforcement to know what to look for.

Supervisor Fletcher stated that an agreement has been reached with Manager Watkins and he will remain as the Township Manager, working approximately 20 hours per week after his July 11<sup>th</sup> retirement date. All benefits will cease and his pay will be at 20 hours/week rather than the full pay under his contract. This will be the situation until a new manager is in place. A contract will be drafted and brought before the Board for approval.

## **VI. ITEMS OF DISCUSSION –**

### **1. Township Manager Search Discussion**

Kathie Grinzinger is the Executive Search Consultant with the Mid-Michigan Municipal League. She will be guiding the process as Delta hires a new Manager. Kathie has met with the Department Directors and obtained feedback from all of them. The corporate culture within Delta is strong.

Tonight's discussion will focus on attributes to make a good fit between the Department Directors, the Township Board and the new Manager. Areas addressed will focus on knowledge, skills and attributes specific to Delta Township and there is much overlap from one area to another. The information will be used to build a very specific profile for Delta Township. Knowledge is defined as the educational degree, training experience, and the like. Skill is defined as those



things individuals acquire during their career. Attributes are who the individual is, their gut.

The Board and Kathie listed specific knowledge, skills and attributes to incorporate into the profile.

## **VII. ADJOURNMENT**

Supervisor Fletcher adjourned the meeting at 7:52 p.m.

CHARTER TOWNSHIP OF DELTA

MARY R. CLARK, CLERK

KENNETH FLETCHER, SUPERVISOR

\\hlb  
Board Materials\Board Meetings\Minutes\June 9, 2014 Committee of the Whole  
Minutes Approved:

# Memo

**To:** Delta Township Board  
**From:** John C. Clark, Fire Chief  
**Subject:** Sparrow/McLaren Contract  
**Date:** June 16, 2014

Attached please find a contract from Sparrow and McLaren Hospitals to provide medical equipment to Delta Township Fire Department to provide transmission of 12-lead EKGs to their Emergency Room facilities. The equipment is being offered as a donation, with a one-year paid data plan to bring our ambulances in compliance with the new Tri-County Medical Control requirement that advanced life support ambulances be capable of transmitting pre-hospital 12 lead EKGs to the ER, which takes effect June 30, 2014.

I have worked with Fire Chief Brian Ball of the Delhi Township Fire Department as well as our Attorney, David Revore, to resolve contractual issues and clarify the agreement.

Essentially, the agreement provides that the equipment will be donated to our department and that we agree to keep the equipment in operating order for two years. The equipment requires a cellular data plan, which is included and paid for by the hospitals for the 1<sup>st</sup> year. The 2<sup>nd</sup> year, which we are contractually obligated to, will result in a net expense of approx. \$1,400 to Delta Township. After the 2<sup>nd</sup> year, we have no contractual obligation to Sparrow or McLaren to maintain the equipment or data plan.

Based on the final contracts approved by our attorney, I request the township approve the agreement and offer the following motion:

*"I move that the Delta Township Board approve the contract between Delta Township and Sparrow and McLaren Hospitals to provide medical equipment to Delta Township Fire Department that will allow transmission of 12-lead EKGs to their Emergency Room facilities as required as of June 30, 2014."*

Thank you for your consideration and approval of this request.

## **EQUIPMENT USE AGREEMENT**

**Between**

**EMS AGENCY**

**Edward W. Sparrow Hospital Association  
And  
McLaren Greater Lansing**

**THIS AGREEMENT** is entered into as of \_\_\_\_\_ by and between \_\_\_\_\_ (“EMS AGENCY”), Edward W. Sparrow Hospital Association (“SPARROW”) and McLaren Greater Lansing (“MCLAREN”) under the following terms and conditions.

SPARROW and MCLAREN have agreed to jointly purchase certain equipment described as LifeNet System 5.0 and more fully described in Exhibit 1 (hereinafter “Equipment”). SPARROW AND MCLAREN will donate this Equipment to EMS AGENCY, as found on agency list described in Exhibit 2, and as a condition of this donation the Equipment thereafter will be used by EMS AGENCY in accordance with the following terms and conditions:

1. SPARROW will deliver the Equipment to Tri County Emergency Medical Control Authority (“TCEMA”), 6920 S. Cedar St., Lansing, Michigan 48911, on a mutually agreed to day and time. Upon receipt of the Equipment by TEMCA, SPARROW and MCLAREN shall be deemed to have transferred title to the Equipment to EMS AGENCY and the Equipment shall remain the property of EMS AGENCY. SPARROW and MCLAREN shall provide the initial connectivity through a data plan for the Equipment for a period of one (1) year. Upon delivery of Equipment from TCEMA, EMS AGENCY shall assume all risks of loss or damage to the Equipment from any cause, and agrees to maintain the Equipment in good working condition at its expense throughout the term of this Agreement. After the expiration of the one (1) year period, EMS AGENCY shall assume responsibility for connectivity through a data plan [for up to one \(1\) year through a data plan provider of its selection](#). The data plan for this Agreement with listed fees is attached as Exhibit 3.
2. EMS AGENCY shall utilize the Equipment to provide care to patients. EMS AGENCY shall be responsible to train all users of the Equipment so as to capably and safely provide such care.

3. The following items will not be covered by SPARROW's and MCLAREN's purchase and donation of the Equipment and shall be the sole responsibility of EMS AGENCY:
  - A. Repair, maintenance, taxes, freight or additional warranties, fees and/or packages provided by the equipment manufacturer.
  - B. Additional parts, not outlined in Exhibit 1 that may be required to operate the Equipment.
  - C. Consumables for the Equipment.
4. Except as otherwise provided herein, this Agreement shall be effective for one (1) year starting from the date of the last signature by the Parties ("CONTRACT PERIOD") and terminating one (1) year from that date.
5. For each piece of Equipment purchased and donated pursuant to this Agreement, SPARROW, MCLAREN and EMS AGENCY shall execute and deliver one or more written exhibits describing the Equipment and such exhibits shall be attached and become a part of this Agreement.
6. EMS AGENCY understands and agrees that the Equipment is provided by SPARROW and MCLAREN without warranty from either as donors however the Equipment manufacturer's warranty shall be applicable to EMS AGENCY. EMS AGENCY acknowledges that it accepts transfer of the Equipment in its present state and condition, AS IS WITHOUT WARRANTY AS TO ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND EXCEPT FOR THE WARRANTY PROVIDED BY THE EQUIPMENT MANUFACTURER, ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS AGREEMENT AND SHALL NOT APPLY TO ANY OF THE EQUIPMENT TRANSFERRED HEREUNDER.
7. EMS AGENCY, which shall include for purposes of this Agreement, EMS AGENCY employees, agents, and other representatives, is an independent contractor and shall have no authority to bind SPARROW or MCLAREN. This Agreement shall not be used to create a joint venture, partnership or agency relationship. EMS AGENCY shall not under circumstance represent that it is an employee, agent or representative of SPARROW or MCLAREN. EMS AGENCY shall have no right to enter into any contracts, agreements or other commitments or to make any representations, warranties, guarantees, allowances or adjustments in the name of or on behalf of SPARROW or MCLAREN.

8. **Confidentiality.** EMS AGENCY acknowledges that during the term of this Agreement, EMS AGENCY may be exposed to certain Confidential Information regarding SPARROW or MCLAREN. Any Confidential Information which is disclosed to EMS AGENCY: (a) shall not be used, copied or disseminated by EMS AGENCY for its individual competitive advantage or for any other purpose; (b) shall be kept in confidence by EMS AGENCY; and (c) except as otherwise required by law or upon prior written authorization of SPARROW or MCLAREN shall not be disclosed by EMS AGENCY to any other person or entity. For purposes of this Paragraph 8, "Confidential Information" consists of oral, written, or magnetic data patient, business or proprietary information or lists, or any other such material related to the business of SPARROW or MCLAREN that may be obtained from any source by EMS AGENCY as a result of EMS AGENCY's relationship with SPARROW and MCLAREN.
9. **Warranty Regarding Health Care Fraud.** EMS AGENCY represents and warrants that as of the effective date hereof, EMS AGENCY :
- A. has not been listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal healthcare programs; and
- B. as not been convicted of any crime related to defrauding any healthcare benefit program.
- EMS AGENCY further agrees to notify SPARROW and MCLAREN, in writing, immediately if EMS AGENCY is listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs, or if EMS AGENCY is convicted of any crime related to defrauding any health care benefit program.
10. EMS AGENCY will be responsible for any loss or damage to the Equipment, ordinary wear and tear excepted, unless SPARROW or MCLAREN or their authorized representative caused the loss or damages, in whole or in part. EMS AGENCY will notify SPARROW and MCLAREN of any loss or damages to the Equipment, and shall thereafter promptly undertake appropriate steps to promptly repair or replace the Equipment.
11. As a condition of the donation, EMS AGENCY shall insure the Equipment for its full replacement value as stated in Exhibit 1 under an appropriate insurance policy, replacement value not to exceed one (1) thousand dollars.
12. If the Agreement is terminated prior to the end of the CONTRACT PERIOD, EMS AGENCY will pack the Equipment appropriately and return

it to SPARROW or MCLAREN, as appropriate, in substantially the same condition as received, ordinary wear and tear excepted. EMS AGENCY will be responsible for the loss of or damage to the Equipment while it is in return transit and will bear the packing and transportation expenses for the return of the Equipment.

13. SPARROW and MCLAREN do not make any representations or guarantees, oral or written, expressed or implied, concerning the application or the results to be obtained with the Equipment.
14. Any dispute or disagreement between the Parties hereto regarding any provision of this Agreement or the performance of obligations hereunder, shall be finally settled by binding arbitration. The arbitration shall be conducted under the Rules of the American Arbitration Association. In the event of any conflict between the Rules and this clause, the provisions of this clause shall govern. The site of arbitration, unless the Parties agree otherwise in writing, shall be Ingham County, Michigan. The award rendered by the arbitrators shall be final and binding upon the Parties hereto, without appeal, and the arbitrators shall apportion the costs of arbitration as the arbitrators deem appropriate. Judgment thereon may be entered in a court having jurisdiction thereof or having jurisdiction over any of the Parties or their assets. The Parties agree that no Party shall appeal to any court from the decision of the arbitrators. In addition, no Party shall have any right to commence or maintain any suit or legal proceeding concerning a dispute hereunder until the dispute has been determined in accordance with the arbitration provisions of this section and then only for enforcement of the award rendered in such arbitration. The costs of arbitration, including reasonable attorney fees, shall be borne equally by each Party, unless otherwise determined by the arbitration tribunal. Each Party shall be responsible for its own legal fees.
15. SPARROW and MCLAREN represent and warrant to and covenant with EMS AGENCY that SPARROW and MCLAREN have good and merchantable title to and the right to transfer Equipment, free and clear of any debts, liens, encumbrances and security interests.
16. SPARROW, MCLAREN and EMS AGENCY represent, covenant and warrant that each has full authority to enter into and perform this Agreement, and that each is not prohibited from doing so by any article, law, regulation, policy or other instrument or agreement, by way of restraint, to which each may be a Party or by which each may be bound.

17. **Miscellaneous.**

A. **Notices.** Any notice required by this Agreement shall be deemed given if sent by certified or registered mail, with postage fully

prepaid, at the last known address of the Party to be notified. Notices shall be deemed given on the date of mailing, irrespective of the date of receipt.

B. Assignment. Any rights accruing hereunder to SPARROW or MCLAREN shall be considered to be personal and shall not be assigned by EMS AGENCY, either in whole or in part, except upon express prior written authorization by SPARROW or MCLAREN, which may, in their sole discretion, be withheld. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto in respect of the transactions contemplated hereby, and their respective successors and assigns.

C. Applicable Law. This Agreement shall be governed by the laws of the State of Michigan.

D. Effect and Construction. This Agreement constitutes the entire agreement between the Parties hereto. The Parties represent that, in entering into this Agreement, they do not rely upon any previous representation, whether expressed or implied, oral or written, or any previous inducement or agreement of any kind or nature. All prior negotiations, representations, discussions, contracts or agreements concerning the subject matter hereof are canceled or merged herein. No amendments or modifications to this Agreement shall be binding on either Party except with the written agreement of both Parties.

E. Waiver. The failure of either Party to enforce at any time, or for any period of time, any of the provisions of this Agreement shall not be construed as a waiver of such provisions or for the right of the Party hereafter to enforce each and every provision.

F. Severability. If any provision of this Agreement is determined to be invalid under applicable law, that it is agreed that such invalidity shall not invalidate the whole Agreement, that the Agreement shall be construed as if it does not contain a particular provision held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.

G. Non-Discrimination. In connection with the performance of services under this Agreement, the Parties agree to comply with the provisions of the Elliott-Larsen Civil Rights Act, PA 453 of 1976, as amended, the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and specifically agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms conditions, or privileges of employment because of a disability that is unrelated to the individual's ability to perform

the duties of a particular job or position or because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, genetic information or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

H. Force Majeure. No liability shall result to a Party from such Party's delay in performance or non-performance of this Agreement arising from contingencies, happenings, or causes beyond the control of such Party or directly or indirectly caused by fire; explosion; accidents; flood; labor trouble or shortage; war; act of Government; inability to obtain suitable material, equipment, fuel, power or transportation; or act of God.

I. Severability. The provisions of this Agreement are severable. If any provision herein violates or contravenes applicable laws, it shall be deemed not to be a part of this Agreement.

J. Compliance with Applicable Laws. Each Party is responsible for compliance with all laws which may be applicable to its respective activities and responsibilities under this Agreement. This includes compliance with all health and safety laws, regulations, ordinance, directives, and rules imposed by controlling federal, state, and local government.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representative.

**SPARROW:**

Edward W. Sparrow Hospital Association

By:\_\_\_\_\_

Its:\_\_\_\_\_



**MCLAREN:**

McLaren Greater Lansing

By:\_\_\_\_\_

Its:\_\_\_\_\_

**EMS AGENCY:**

By:\_\_\_\_\_

Its:\_\_\_\_\_

## **EXHIBIT 1**

### **EQUIPMENT**

- 3G MULTITECH Gateway –Verizon / 21996-000086 (Physio-Control Catalog #)
  - Benton Township Fire Department – Quantity of 2
  - East Lansing Fire Department – Quantity of 5
  - Eaton Area EMS – Quantity of 6
  - Clinton Area Ambulance Service Authority – Quantity of 5
  - Lansing Mercy Ambulance Service – Quantity of 7
  - Delhi Township Fire Department – Quantity of 3
  - Delta Township Fire Department / Looking Glass Regional Fire Authority – Quantity of 7
  - NIESA Ambulance – Quantity of 2
  - Grand Ledge Area Fire Department – Quantity of 2
  - Lansing Township Fire Department – Quantity of 4
  - Stockbridge Area Emergency Service Authority – Quantity of 2
  - Portland Ambulance – Quantity of 3
- Titan II Wireless Gateway / 21996-000073 (Physio-Control Catalog #)
  - LIFE EMS Ionia – Quantity of 5
- Verizon Wireless Link for Bluetooth/860384 (Phillips Product#)
  - Lansing Fire Department-Quantity 9
- Heartstart Telemedicine System, Classic 12-Lead Edition (12-Lead Only)/A01 (Phillips Product #)
  - Lansing Fire Department-Quantity 1
- Heartstart Telemedicine System/831440 (Phillips Product#)
  - Lansing Fire Department-Quantity 1
- Modem: AirLink GX400 WiFi EVDO Rev A VZW / MMALAK000225 (DH Wireless Solutions Item #)
  - Lansing Mason Area Ambulance – Quantity of 6
- Antenna: AP MultiMax (Cell/LTE/WiFi/GPS) 15' Cable-SMA, Threded Bolt – White / MMACAN000259 (DH Wireless Solutions Item #)
  - Lansing Mason Area Ambulance – Quantity of 6
- Modem Provisioning: Activation and Pre-Deployment Bench Testing Services / CSMSNS000001 (DH Wireless Solutions Item #)
  - Lansing Mason Area Ambulance – Quantity of 6

## **EXHIBIT 2**

### **AGENCY LIST**

- Benton Township Fire Department
- East Lansing Fire Department
- Eaton Area EMS
- Clinton Area Ambulance Service Authority
- Lansing Mercy Ambulance Service
- Delhi Township Fire Department
- Delta Township Fire Department / Looking Glass Regional Fire Authority
- NIESA Ambulance
- Lansing Mason Area Ambulance
- Grand Ledge Area Fire Department
- Lansing Township Fire Department
- Stockbridge Area Emergency Service Authority
- LIFE EMS Ionia
- Portland Ambulance
- Lansing Fire Department

## EXHIBIT 3

### Data Plan

- Data plan prices are dictated by the data plan provider and the pricing stated below may not be guaranteed for the following year. The estimated annual cost below is based on the number of modems that are being used. If additional modems are purchased throughout the year that cost will be incurred by the EMS agency and is not factored into the totals stated below.
  - Delhi Township Fire Department
    - A 1 year data plan was paid in full for the quantity of 3 Modems
    - The data provider during year 1 is Verizon
    - Estimated annual cost after year 1 is \$199.00 per year / per modem
    - Estimated total annual cost after year 1 = \$597.00 annually
  - Delta Township Fire Department / Looking Glass Regional Fire Authority
    - A 1 year data plan was paid in full for the quantity of 7 Modems
    - The data provider during year 1 is Verizon
    - Estimated annual cost after year 1 is \$199.00 per year / per modem
    - Estimated total annual cost after year 1 = \$1393.00 annually
  - Stockbridge Area Emergency Service Authority
    - A 1 year data plan was paid in full for the quantity of 2 modems
    - The data provider during year 1 is Verizon
    - Estimated annual cost after year 1 is \$199.00 per year / per modem
    - Estimated total annual cost after year 1 = \$398.00 annually
  - Lansing Mason Area Ambulance
    - A 1 year data plan was paid in full for the quantity of 8 modems
    - The data provider during year 1 is Verizon
    - Estimated annual cost after year 1 is \$200.00 per month
    - Estimated total annual cost after year 1 = \$2400.00 annually

## MEMO

**TO:** Township Board  
Delta Charter Township

**FROM:** Gary Bozek  
Community Development Department

**DATE:** June 10, 2014

**SUBJECT:** Final Approval of Ashford Manor Nos. 3 & 4 Preliminary Plat

Please find attached the Final Preliminary Plat for the proposed 35 lot Ashford Subdivision Nos. 3 and 4 (Lots 85-1119). The drawings were prepared by KEBS, Inc. and are dated May 13, 2014. The Ashford Manor Subdivision is situated on the south side of St. Joe Highway approximately 700 feet west of Upton Road, immediately to the west of the Point West Subdivision, in Section 20 of the Township. The plat drawings show the final phases of the Ashford Manor Subdivision as being southern extensions of Ireland Drive and Ballinalee Lane.

The Tentative Preliminary Plat for Ashford Manor Nos. 3 & 4 was approved by the Township Board on October 16, 2013. The Final Preliminary Plat drawings are essentially engineering and construction plans; and approval of the Final Preliminary Plat by the Board would allow the developer to proceed with the installation of the necessary roads and utilities.

The Township Engineer has reviewed and approved the engineering plans subject to a number of revisions presented in a memo dated May 20, 2014 (please see attached). Approval of the Final Preliminary Plat should be made contingent on satisfying the requirements of the Township Engineer. Also a Utility Agreement must be executed with the Township for the installation of the public water and sanitary sewer facilities.

The Fire Department has reviewed and approved the plat. Staff has not yet received confirmations from Eaton County Road Commission (ECRC) or the Eaton County Drain Commissioner's (ECDC) Office regarding their respective approvals of the plat. The Township's approval should be made contingent on these agencies' approvals.

Please note that the pedestrian pathway to the Townships future Mt. Hope Park that was mandated by Township Board in approving the Tentative Preliminary Plat is illustrated between Lots 104 and 105.

Several revisions to the plat are necessary in order comply with the Township's Zoning Ordinance requirements. The street frontages for Lots 94, 103, and 104 must be increased to 80 feet. The street frontage for Lot 110 must be increased to 64 feet. The "Proposed Site Data" table on Final Preliminary Plat drawing must be revised to indicate the minimum lot frontage and width is 80 feet for interior lots, 95 feet for corner lots, 64 feet for cul-de-sac lots.

It will be necessary for the developer to execute a "Waiver of Notice and Waiver of Hearings for the Establishment of a Special Assessment District" for streetlights.

The following motion is offered for the Board's consideration:

"I move that the Delta Township Board grant final approval of the preliminary plat of the Ashford Manor Nos. 3 & 4 Subdivision as illustrated on drawings prepared by KEBS, Inc., and dated May 13, 2014 subject to the following stipulations."

1. Revisions of the construction and engineering plans shall be made as per the requirements of the Township Engineer as set forth in the Engineer's memo dated May 20, 2014.
2. The developer shall execute a Utility Agreement with the Township for the installation of the public water and sanitary sewer facilities.
3. Receipt of final approval of the storm drainage system from the Eaton County Drain Commissioner's Office.
4. Receipt of final approval of the layout, engineering, and construction of the public streets within the subdivision from the Eaton County Road Commission.
5. The plat, construction, and engineering drawings shall be revised to illustrate street frontages for Lots 94, 103, and 104 to be a minimum of 80 feet, and the street frontage for Lot 110 to be a minimum 64 feet. Also, the "Proposed Site Data" table on Final Preliminary Plat drawing shall be revised to indicate the minimum lot frontage and width is 80 feet for interior lots, 95 feet for corner lots, 64 feet for cul-de-sac lots.
6. The developer shall execute a "Waiver of Notice and Waiver of Hearings for the Establishment of a Special Assessment District" for streetlights."

Please contact me if you have any questions.

/gb  
Attachments  
K:\PLANNING\GARY BOZEK\RPT\PLAT\ASHFORD MANOR & POINTE WEST NOS 3 & 4 2013\ASHFORD MANOR NOS 3 & 4  
FINAL PRELIMINARY PLAT MEMO.DOC

## MEMO



TO: Gary Bozek, AICP, PCP  
Assistant Director  
Community Development Department

FROM: Gary Arnold, P.E.  
Township Engineer

DATE: May 20, 2014

SUBJECT: Construction Plan Review Comments  
Ashford Manor, Phases 3 and 4

In response to your request, we have reviewed the construction plans for the subject projects and offer the following comments.

### SHEET 1 of 9 COVER SHEET - SANITARY SEWERS SPECIFICATIONS

1. Paragraphs 2 and 6: Delete the references to vitrified clay pipe.
2. Paragraph 4: Sanitary sewer manhole castings shall be EJIW 1040A or equivalent Neenah Foundry.

### SHEET 2 of 9 UTILITY PLAN

3. Sanitary sewer and water main utilities shall be extended to the south line of the subdivision within the proposed road right-of-way.

### SHEET 5 of 9 – PLAN & PROFILE BALLINALEE DRIVE

4. The water main in the profile indicates the pipe is ductile iron Class 52; this is acceptable but the Township standard is PC 350.

### SHEET 6 of 9 – PLAN & PROFILE TRALEE LANE

5. The water main in the profile indicates the pipe is ductile iron Class 52; this is acceptable but the Township standard is PC 350.
6. If the water main construction is phased, construct a permanent gate valve and temporary fire hydrant at the west line of proposed lot 119. The hydrant can be relocated during the subsequent phase of construction.
7. Provide 8-inch gate valve on water main east of Ireland Drive.

SHEET 7 of 9 – PLAN & PROFILE IRELAND DRIVE

8. The water main in the profile indicates the pipe is ductile iron Class 52; this is acceptable but the Township standard is PC 350.
9. Extend the water main and sanitary sewer utilities to the south line of the subdivision. The sanitary sewer invert at the south line should be 868.00 or lower. Provide 8-inch gate valve on the water main extension, south of Tralee Lane.

GENERAL COMMENTS

10. Main line water valves and hydrants (not at street intersections) shall be located at individual lot property lines.
11. All main line valves and service curb boxes shall be located outside of the sidewalk; valve and curb boxes in sidewalks will not be accepted.
12. Prior to construction of the new water mains, the developer shall reconstruct the sidewalk ramp at the northwest corner of Knockaderry Drive and Ireland Drive to expose the gate valve under the sidewalk ramp.

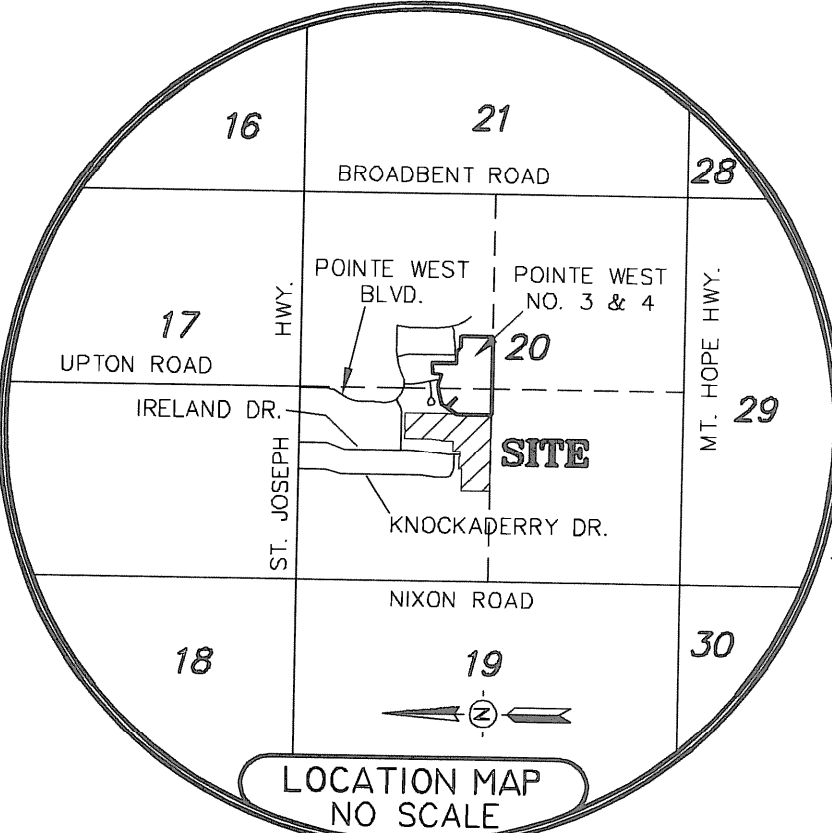
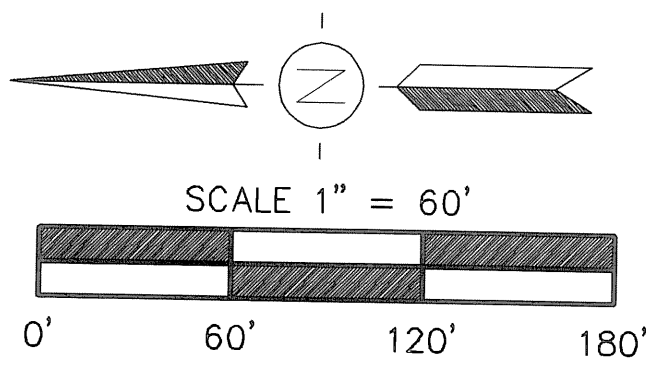
I discussed the above comments with Dave Swink; Dave will be providing additional comments from his review. If there are any questions on the above, please let me know. Thank you.

cc: Tom Morrissey, Utilities Director  
Dave Swink, Water Distribution System Supervisor



CONSTRUCTION PLANS FOR:  
**ASHFORD MANOR NO. 3 & 4**  
A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 20, T4N, R3W,  
DELTA TOWNSHIP, EATON COUNTY, MICHIGAN

CENTER OF SECTION  
20, T4N, R3W  
LIBER 2, PAGE 740



- NOTES:**
1. THIS PROPERTY IS ZONED RB - LOW DENSITY RESIDENTIAL DISTRICT.
  2. ALL LOTS ARE FOR SINGLE FAMILY RESIDENTIAL PURPOSES.
  3. MINIMUM LOT AREA IS 12,000 SQUARE FEET.
  4. MINIMUM LOT WIDTH IS 80 FEET, 95 FEET FOR CORNER LOTS.
  5. MINIMUM FRONT YARD SETBACK IS 30 FEET.
  6. MINIMUM SIDE YARD SETBACK IS 8 FEET.
  7. MINIMUM REAR YARD SETBACK IS 30 FEET.
  8. ALL LOTS TO BE SERVED BY PUBLIC WATER AND SEWER.
  9. ALL LOTS TO BE SERVED BY A FOOTING TILE DRAIN.
  10. SIDEWALKS & STREETLIGHTS AS REQUIRED BY TOWNSHIP REGULATIONS.
  11. ALL LOTS TO HAVE PUBLIC UTILITY EASEMENTS ON THE FRONT 10 FEET, AND
  12. OTHERS AS REQUIRED BY UTILITY COMPANIES.
  13. ON-SITE SOILS ARE MAINLY CAPAC AND MARLETTE LOAMS
  14. UTILITY SIZES ARE SUBJECT TO FINAL DESIGN.

**SANITARY SEWERS**

1. All sanitary sewer construction shall comply with the Construction Standards of Delta Township and shall be subject to the inspection and approval of the Delta Township.
2. All sanitary sewer pipe shall be PVC SDR 35, ASTM 3034 or vitrified clay ASTM C-700 extra strength, bell spigot pipe with premium joints conforming to ASTM C425. In addition to a low pressure air test, the contractor shall perform a pipe deflection test on all PVC mains. Out-of-round deflection shall be limited to 5% of the pipe's base inside diameter.
3. All pipe to be laid with the aid of laser equipment.
4. All sanitary sewer manholes shall be in accordance with Construction Standards of Delta Township with Neenah R-1642 or EJIW 1045 covers with "Sanitary" cast into cover.
5. Trench width shall be maintained to a point at least 12" above the top of the pipe to insure bedding conditions.
6. All sanitary leads shall be 6" C-700 extra strength vitrified clay or PVC SDR 35, installed at a minimum slope of 1%.

**STORM SEWER**

1. All storm sewer construction shall comply with the requirements of the Eaton County Drain Commissioner and the Eaton County Road Commission and shall be subject to their inspection and approval.
2. All storm sewer 8" and smaller shall be PVC SDR 35, vitrified clay C-700 ES or concrete C14X. All joints shall be "O" ring water-tight.
3. All storm sewer 10" and larger shall be reinforced concrete, C76-CL III or as designated on the plans, with Mastic joints.
4. All pipe to be laid with the aid of laser equipment.
5. All storm sewer manholes and catch basins shall be in accordance with the Eaton County Drain Commissioner and the Eaton County Road Commission Standards with Neenah R 1784 or approved equal covers.
6. All catch basins and yard drains shall have a three foot deep sump.
7. All storm leads shall be 4" PVC, SDR 35, installed at a minimum slope of 1%.

**WATER SYSTEM**

1. All water system construction shall comply with the Construction Standards of Delta Township and shall be subject to the inspection and approval of the Township.
2. All water main shall be ductile iron PC350 or AWWA C-909 PVC water pipe, in accordance with Delta Charter Township Municipal Standards.
3. All gate valves shall be NPS as manufactured by American Flow Control, CLOW or EJ, in accordance with Delta Charter Township Municipal Standards.
4. All fire hydrants shall be to Township of Delta Standards or as manufactured by EJ, Watrous or equal, per Delta Charter Township Municipal Standards. Hydrants shall be installed between 3' and 5' back of curb or pavement.
5. All water service leads shall be Type K copper with compression type fittings conforming to Delta Township Specifications.
6. All water mains shall have a minimum of 10 feet of horizontal separation from sewers and minimum of 18 inches of vertical separation where water main and sewer lines cross.
7. All connections to existing Delta Township watermain shall be accomplished with dead taps.
8. All 4" diameter pipe and larger shall be wrapped with eight (8) mil thick polyethylene tube conforming to ANSI A21.P.
9. Hydrants shall be marked with hydrant identification signs in accordance with the Fire Departments Specifications.
10. The PIV shall be electrically supervised.
11. Frames and Covers-Cast iron frames and covers shall be Neenah Foundry Company R-1642 or East Jordan Iron Works, Inc. No. 1045 for water mains. Covers shall be solid and shall be lettered on top "WATER".

**STREETS**

1. All public street construction and construction within an existing or proposed public R.O.W. shall comply with the requirements of the Eaton County Road Commission and be subject to their inspection and approval of the Township.
2. All disturbed areas between the curb and the road right of way shall be covered with 3" of top soil, seeded and mulched unless otherwise noted.
3. All Radii shall be 25' unless noted.

**GENERAL**

1. Any unstable soil (such as peat, muck, marl, soft blue clay, topsoil, etc.) which is encountered beneath proposed utilities, roadways, parking lots and structures, drives and buildings, shall be removed down to sound subsoil and backfilled with sand and gravel as needed to reached finished grade. Such fill shall be compacted in 6" layers to 95% of max. density. The decision on material for bedding and backfill shall be determined by the Engineer.
2. Sidewalk construction shall be in accordance with the requirements of Delta Township and Eaton County Road Commission.
3. Information on depth, size, etc., of all other underground utilities shown herein is plan information only, obtained from the utility company involved. Prior to any final designing or construction, it is recommended that all utility companies, agencies, departments, etc., involved be contacted for verification of such locations.

**BENCHMARK #1:**  
BIG ARM OF FIRE HYDRANT ON WEST SIDE OF BALLINALEE LANE, 45'± SOUTH OF THE END OF ROAD ELEVATION 864.70 (N.A.V.D. 88)

**BENCHMARK #2:**  
NORTH RIM OF SANITARY MANHOLE IN INTERSECTION OF BALLINALEE & CELTIC LANES ELEVATION 860.87 (N.A.V.D. 88)

**EX. SEWER INVENTORY:**

MH#2000056	RIM 868.01	INV. 859.35
MH#2000059	RIM 861.52	INV. E/W 850.51
	INV. S 850.37	
CB#73	RIM 867.66	
	I.E. 24" S/W 861.06	
	I.E. 15" W 861.56	
CB#74	RIM 860.95	
	I.E. 24" S/W 853.25	
	I.E. 12" N/E 854.05	
	I.E. 12" SE/SW 854.25	

**NOTE: ALL PUBLIC WATER SHALL BE WITHIN A 20' PUBLIC EASEMENT**

NOTE: WATER SHALL HAVE 10' HORIZONTAL SEPARATION & 18" VERTICAL SEPARATION FROM ALL SEWERS.



**LEGEND**

- PROPOSED PHASE LINE
  - DISTANCE NOT TO SCALE
  - EXISTING SANITARY SEWER
  - PROPOSED SANITARY SEWER
  - ⊙ SANITARY MANHOLE
  - EXISTING STORM DRAIN
  - PROPOSED STORM DRAIN
  - ⊙ STORM MANHOLE
  - EXISTING CATCH BASIN
  - PROPOSED CATCH BASIN
  - PROPOSED WATER MAIN
  - PROPOSED FIRE HYDRANT
  - EXISTING WATER/FIRE HYDRANT
  - EXISTING CONTOUR
- PROPOSED GRADES**  
PROPOSED FIRST FLOOR ELEV.  
▲ T/C 800.00  
▲ T/G 800.00  
▲ T/P 800.00  
▲ T/W 800.00  
⊖ DENOTES S.E.S.C. KEYING SYSTEM

**LEGAL DESCRIPTION:**

ASHFORD MANOR NO. 3 & 4, a subdivision of part of the Northwest 1/4 and the Northeast 1/4 of Section 20, T4N, R3W, Delta Township, Eaton County, Michigan, described as: Commencing at the North 1/4 corner of said Section 20; thence West along the North line of said Section 20 and the South line of Pine Manor Subdivision as recorded in Liber 3 of Plots, Page 1, Eaton County Records, a distance of 328.62 feet; thence S00°02'39"W along the West line of Pointe West as recorded in Liber 13 of Plots, Pages 131-133, Eaton County Records, and the East line of Ashford Manor Subdivision as recorded in Liber 13 of Plots, Pages 75-78, Eaton County Records and the East line of Ashford Manor Subdivision No. 2 as recorded in Liber 13 of Plots, Pages 160-163, Eaton County Records, a distance of 1528.52 feet to the Southeast corner of said Ashford Manor Subdivision No. 2 and the point of beginning of this description; thence S00°02'39"W continuing along said West line of Pointe West and the West line of Pointe West No. 2 as recorded in Liber 13 of Plots, Pages 171-173, Eaton County Records a distance of 1110.47 feet to the Southwest corner of said Pointe West 2 and the East-West 1/4 line of said Section 20; thence S89°50'21"W along said East-West 1/4 line 985.87 feet; thence N00°02'40"E 360.81 feet to the Southwest corner of said Ashford Manor No. 2; thence along the South line of said Ashford Manor Subdivision No. 2 the following thirteen courses: S89°57'20"E 277.74 feet, N00°02'40"E 43.15 feet, S89°57'20"E 157.03 feet, S00°02'40"W 8.20 feet, S89°57'20"E 66.00 feet, N00°02'40"E 90.00 feet, S89°57'20"E 140.19 feet, N00°02'40"E 90.00 feet, N07°16'20"E 206.64 feet, N00°02'40"E 327.24 feet, S89°57'20"E 114.21 feet, N00°02'40"E 6.00 feet and S89°57'20"E 204.69 feet to the point of beginning; containing 14.42 acres, more or less and containing 36 lots numbered 85 through 120 inclusive.

**DEVELOPER:**

SIGNATURE LAND DEVELOPMENT  
1188 E. PARIS AVE. SE, SUITE 100  
GRAND RAPIDS, MI 49546  
(616) 988-1324  
CONTACT: MIKE MCGRAW

**SURVEYOR/ENGINEER:**

KEBS, INC.  
2116 HASLETT ROAD  
HASLETT, MI 48840  
PHONE: (517) 339-1014

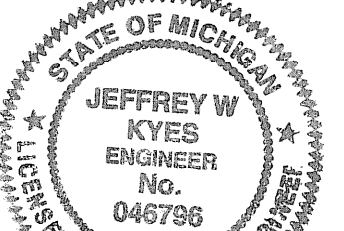
**GENERAL**

1. The locations, size and elevation of sewers and related structures shown hereon, were obtained through field observation, KEBS, Inc. is not responsible for information on any other sewers, drains or related structures not found and not shown hereon, that may cross, parallel, lie contiguous to or service this site.
2. For protection of underground utilities, the contractor shall dial 800-482-7111 a minimum of 72 hours prior to excavating in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the contractor of the responsibility of notifying utility owners who may not be a part of the "MISS DIG" alert system.
3. Footing drains and eave troughs shall be connected to the storm sewer.
4. All existing roads, driveways and yards disturbed during construction shall be restored by the contractor to its original condition.
5. All sewer pipe shall be bedded with CL III granular material. Class III material shall be used in backfilling all sewer trenches to 1 above the sewer pipe.
6. All compaction of trenches within the roadways and parking areas shall be to 95% density. Equipment such as a small dozer in the trenches and a hoe-pack around the structures will be required, or equipment capable of reaching 95% density.
7. Contractor shall be responsible for obtaining all permits required for construction.
8. Contractor shall be responsible for maintaining As-Built drawings of all lot, lead locations and drawings shall be available to the Engineer upon request.

**SHEET INDEX**

1. COVER SHEET
2. SITE & UTILITY PLAN
3. STORM & GRADING PLAN
4. SESC PLAN
5. PLAN & PROFILE
6. PLAN & PROFILE
7. PLAN & PROFILE
8. TENTATIVE PRELIMINARY PLAT
9. SOIL EROSION CONTROL DETAILS

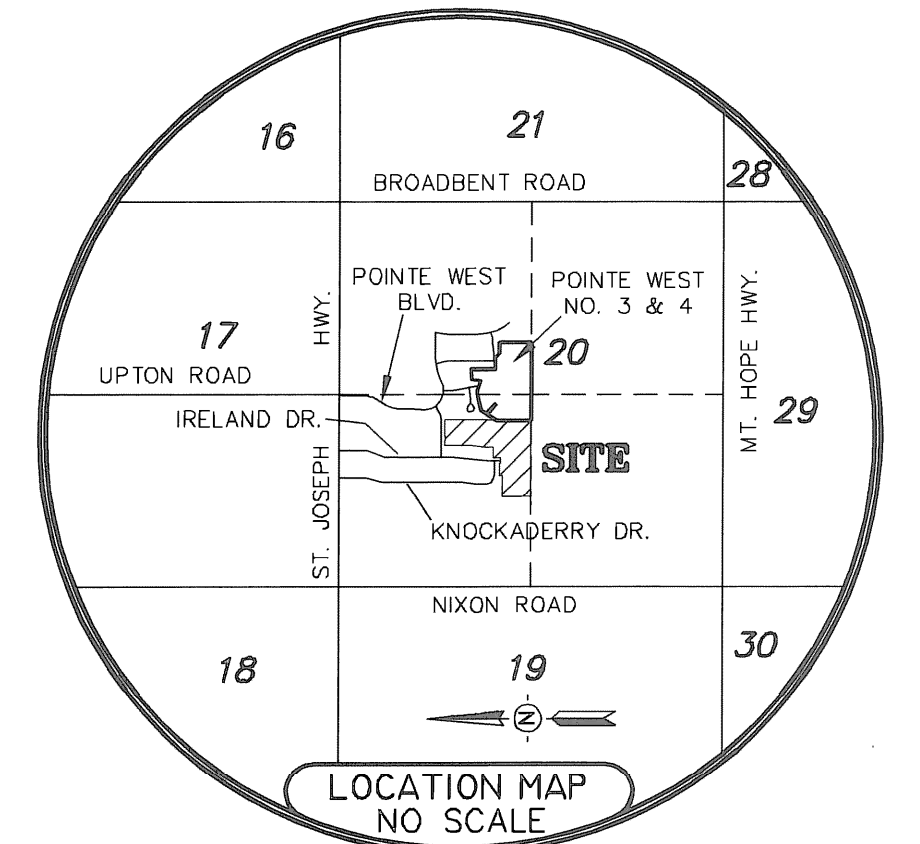
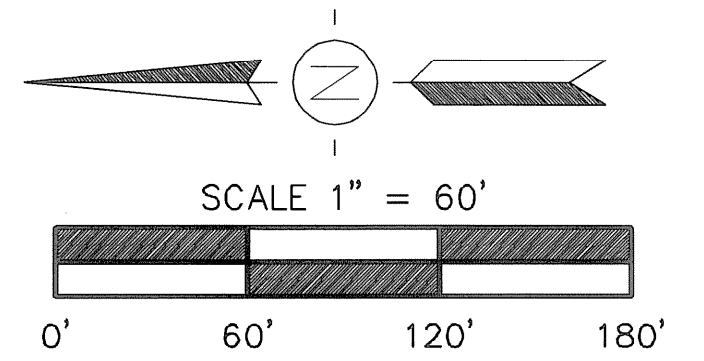
⊙ DENOTES PLAN AND PROFILE SHEET NUMBER



REVISIONS		
5-5-14	SUBMITTAL	
5-13-14	FINAL PRELIMINARY PLAT SUBMITTAL	
<b>KEBS, INC.</b> KYES ENGINEERING BRYAN LAND SURVEYS 2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX 517-339-8047 Haslett Office Ph. 269-781-8800		
<b>ASHFORD MANOR NO. 3 &amp; 4</b> COVER SHEET		
SCALE: 1" = 60'	DESIGNER: JWK	APPROVED BY: JWK
DATE: 12-17-13	PROJECT MGR. JWK	SHEET 1 OF 9
AUTHORIZED BY: SIGNATURE LAND DEVELOPMENT		JOB #: 87131

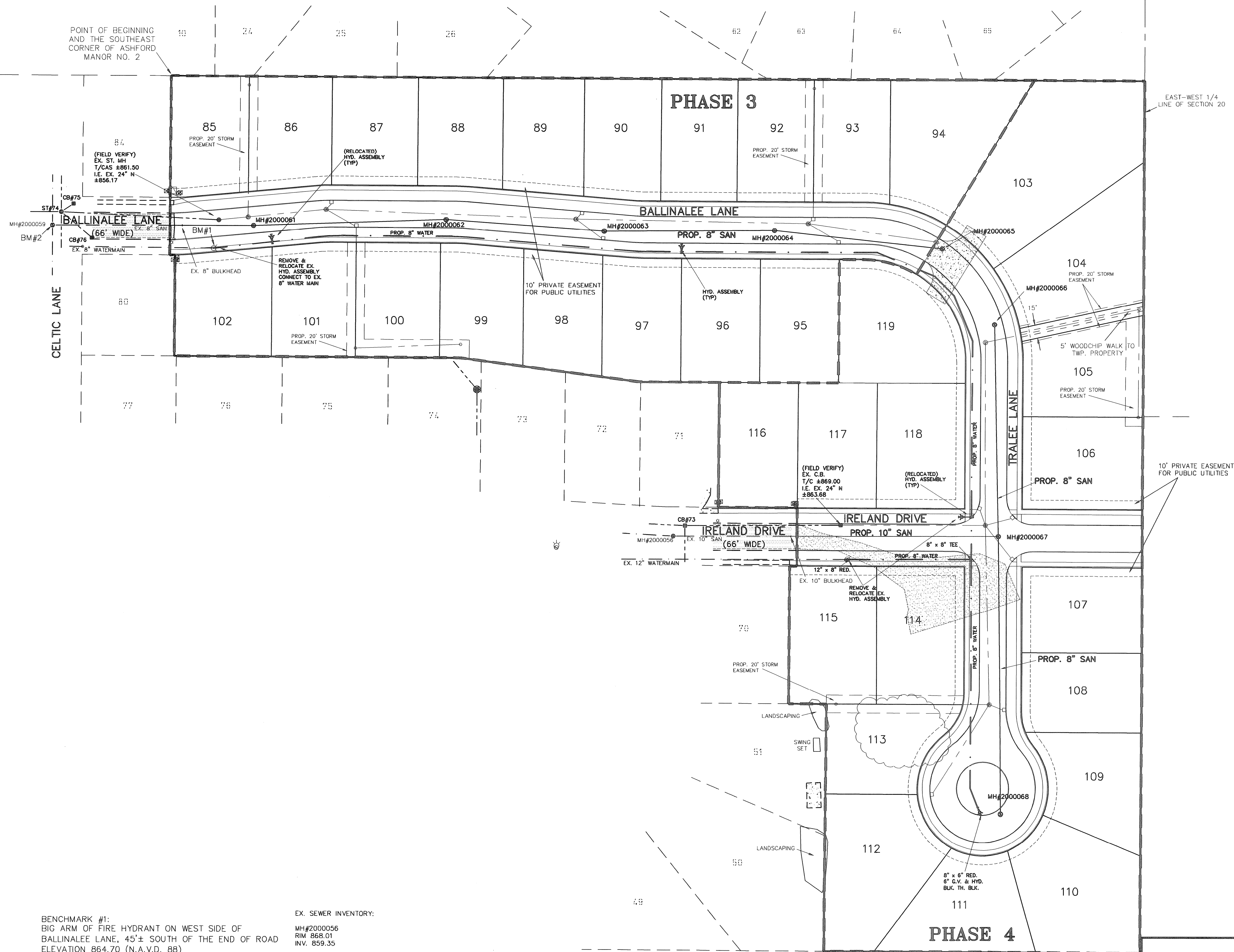


CONSTRUCTION PLANS FOR:  
**ASHFORD MANOR NO. 3 & 4**  
A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 20, T4N, R3W,  
DELTA TOWNSHIP, EATON COUNTY, MICHIGAN



ST. JOSEPH HIGHWAY

NORTH LINE OF SECTION 20



**LEGEND**

- = PROPOSED PHASE LINE
- = DISTANCE NOT TO SCALE
- = EXISTING SANITARY SEWER
- = PROPOSED SANITARY SEWER
- ⊙ = SANITARY MANHOLE
- = EXISTING STORM DRAIN
- = PROPOSED STORM DRAIN
- ⊙ = STORM MANHOLE
- ⊞ = EXISTING CATCH BASIN
- = PROPOSED CATCH BASIN
- = PROPOSED WATER MAIN
- = PROPOSED FIRE HYDRANT
- = EXISTING WATER/FIRE HYDRANT
- = EXISTING CONTOUR

800.  
F-F 800.00

▲ T/C 800.00  
▲ T/G 800.00  
▲ T/P 800.00  
▲ T/W 800.00

PROPOSED GRADES  
PROPOSED FIRST FLOOR ELEV.

PROPOSED TOP OF CURB ELEV.  
PROPOSED TOP OF GROUND ELEV.  
PROPOSED TOP OF PAV'T ELEV.  
PROPOSED TOP OF WALK ELEV.

DENOTES S.E.S.C. KEYING SYSTEM

BENCHMARK #1:  
BIG ARM OF FIRE HYDRANT ON WEST SIDE OF  
BALLINALEE LANE, 45'± SOUTH OF THE END OF ROAD  
ELEVATION 864.70 (N.A.V.D. 88)

BENCHMARK #2:  
NORTH RIM OF SANITARY MANHOLE IN INTERSECTION  
OF BALLINALEE & CELTIC LANES  
ELEVATION 860.87 (N.A.V.D. 88)

**NOTE: ALL PUBLIC WATER SHALL  
BE WITHIN A 20' PUBLIC EASEMENT**

NOTE: WATER SHALL HAVE 10' HORIZONTAL  
SEPARATION & 18" VERTICAL SEPARATION FROM  
ALL SEWERS.

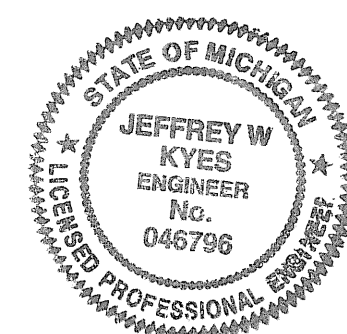
**EX. SEWER INVENTORY:**

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INV. 859.35

MH#2000059  
RIM 861.52  
INV. E/W 850.51  
INV. S 850.37

CB#73  
RIM 867.66  
I.E. 24" N/S 861.06  
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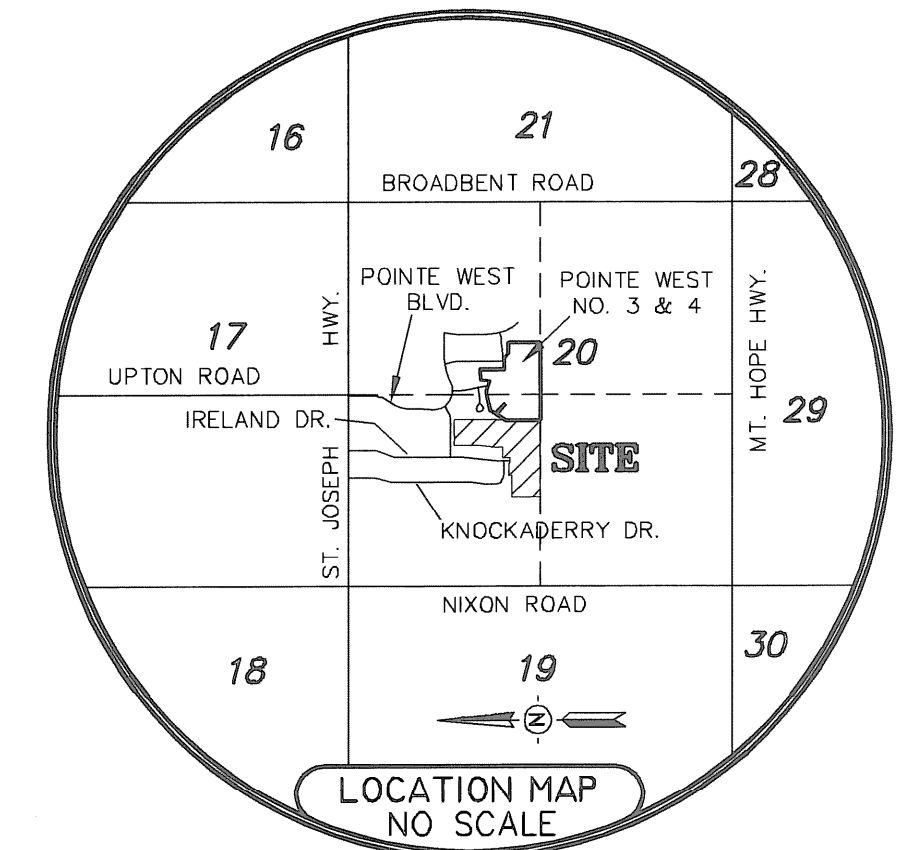
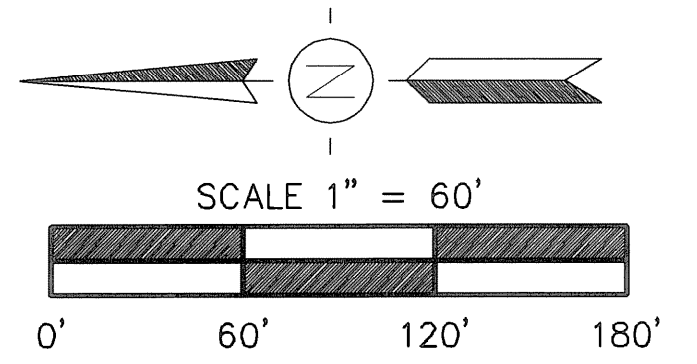
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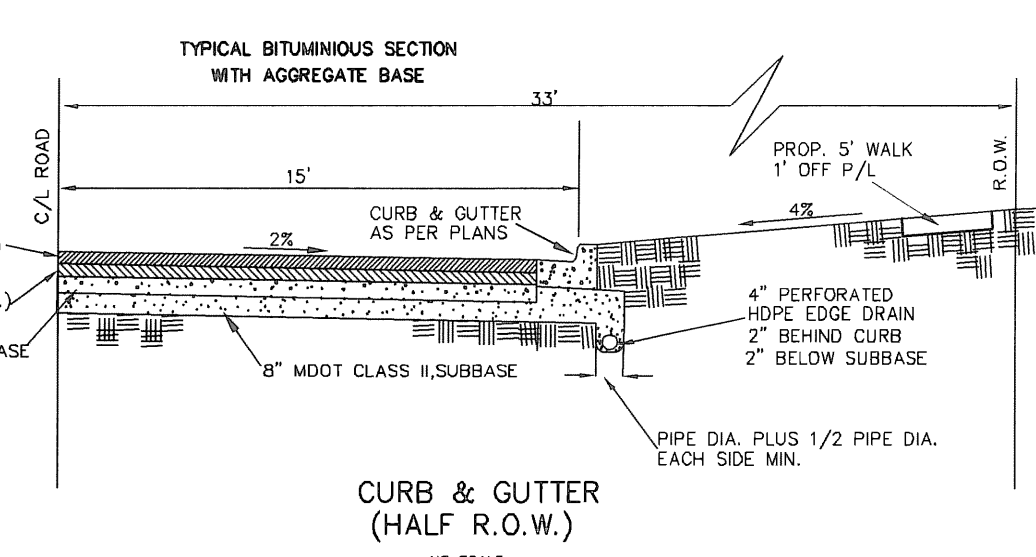
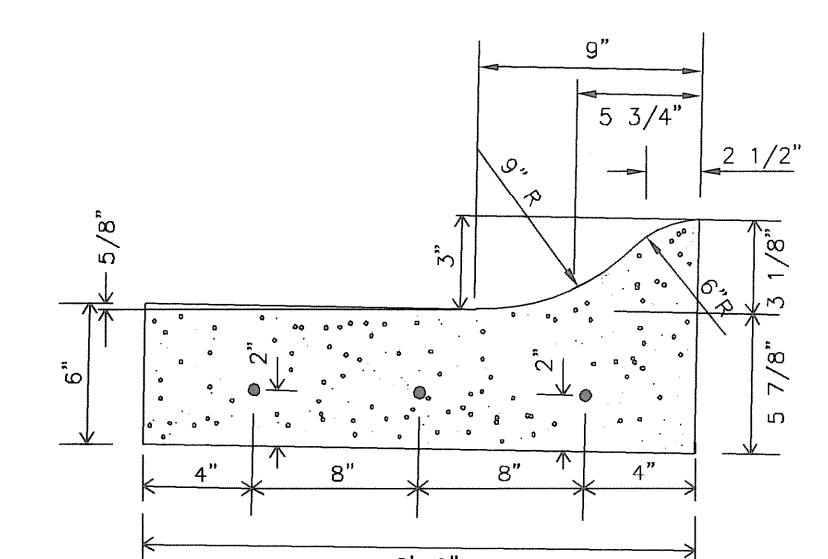
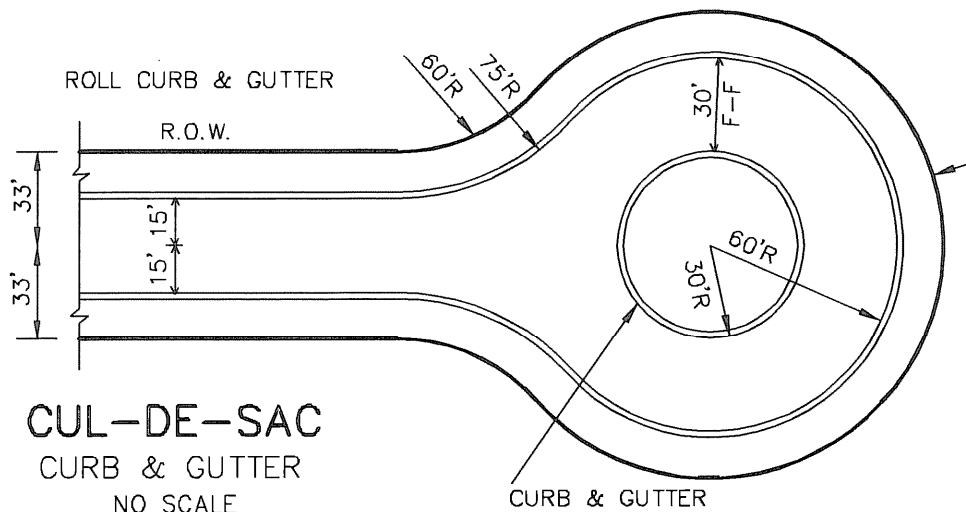
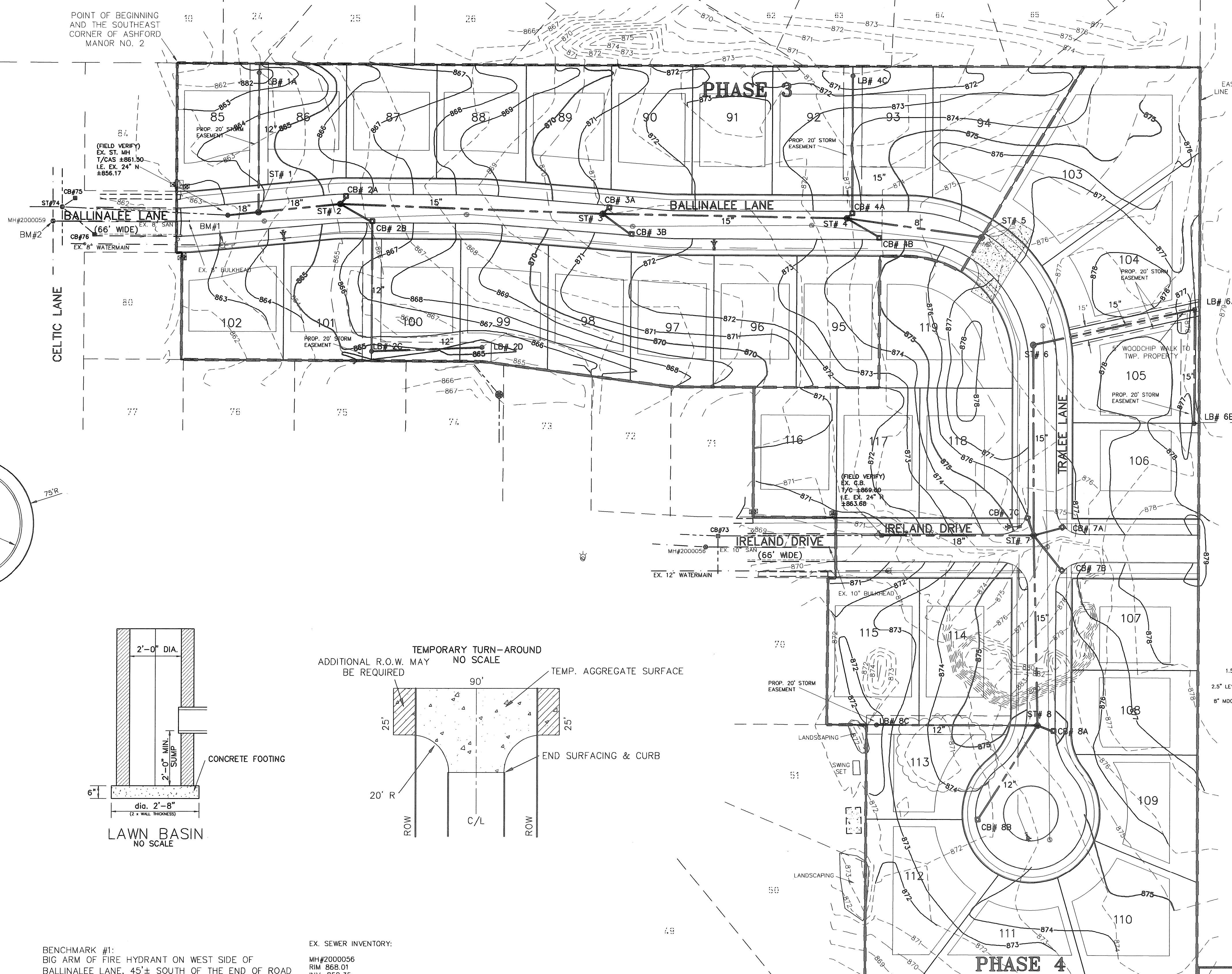
REVISIONS		KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS	
5-5-14 SUBMITTAL		2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-338-1014 FAX 517-338-8047	
5-13-14 FINAL PRELIMINARY PLAT SUBMITTAL		Marshall Office Ph. 269-781-8800	
ASHFORD MANOR NO. 3 & 4			
UTILITY PLAN			
SCALE: 1" = 60'	DESIGNER: JWK	APPROVED BY: JWK	
DATE: 12-17-13	PROJECT MGR. JWK	SHEET 2 OF 9	
AUTHORIZED BY: SIGNATURE LAND DEVELOPMENT		JOB #: 87131	



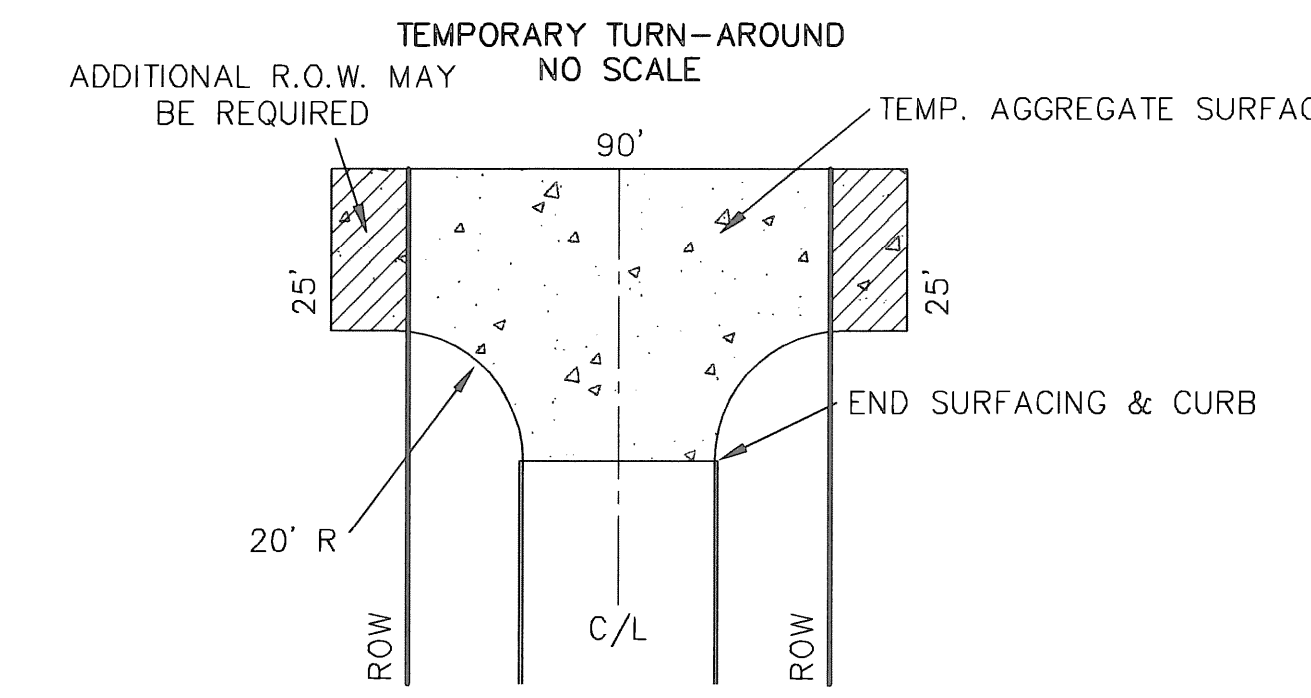
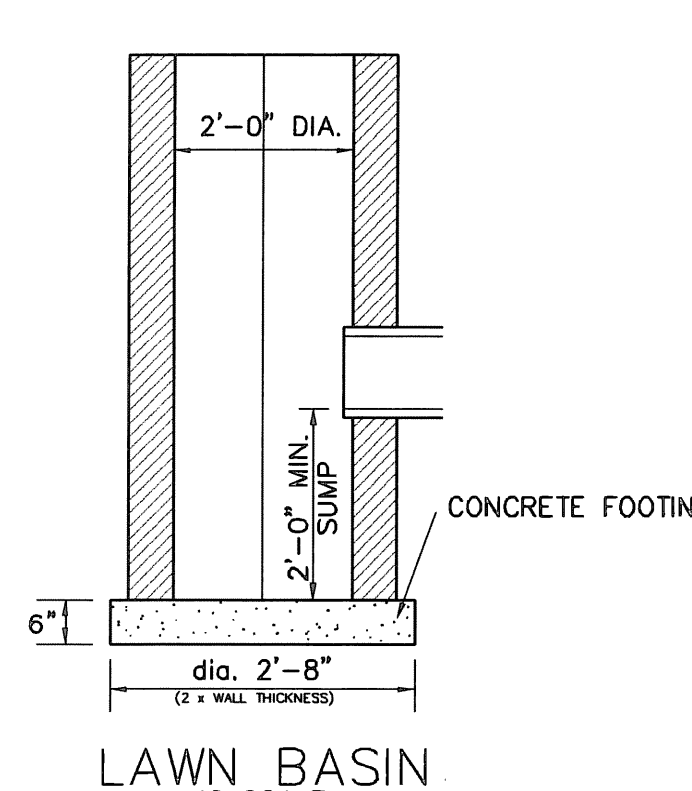
CONSTRUCTION PLANS FOR:  
**ASHFORD MANOR NO. 3 & 4**  
A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 20, T4N, R3W,  
DELTA TOWNSHIP, EATON COUNTY, MICHIGAN



ST. JOSEPH HIGHWAY  
NORTH LINE OF SECTION 20



- LEGEND**
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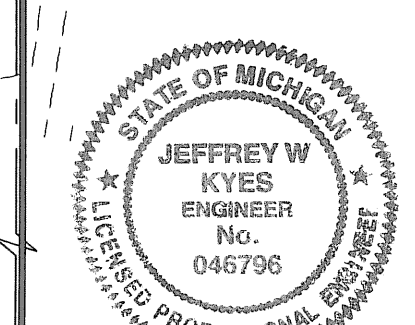
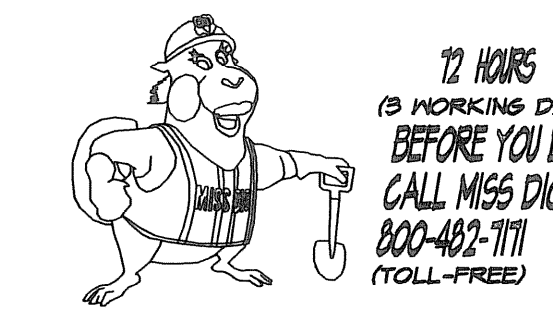
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RIM 861.52  
INV. E/W 850.51  
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CB#73  
RIM 867.66  
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RIM 860.95  
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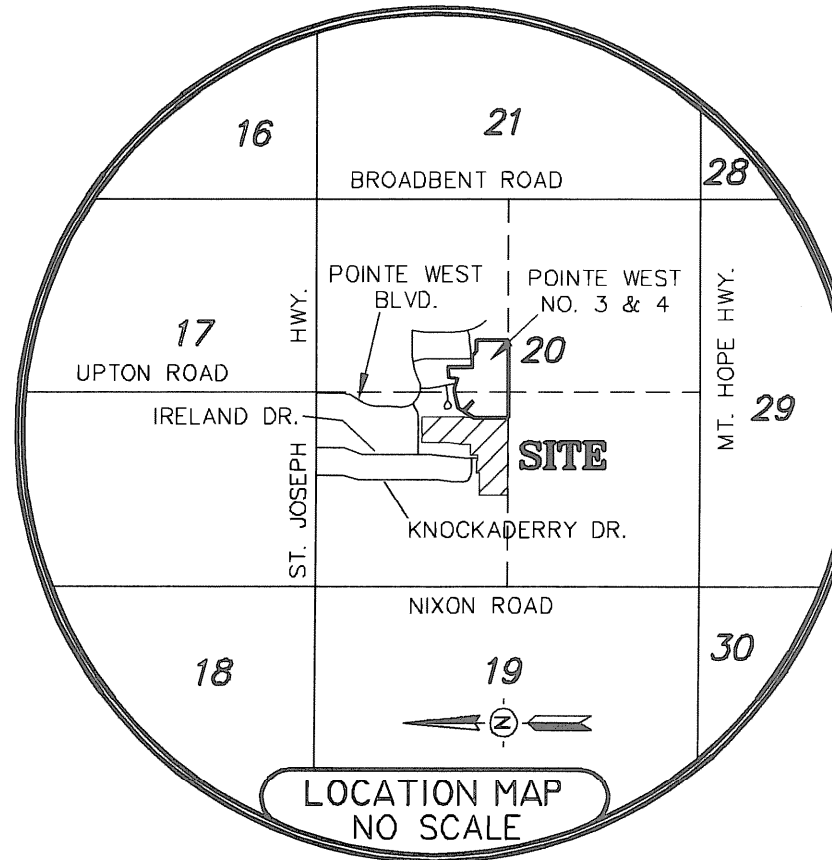
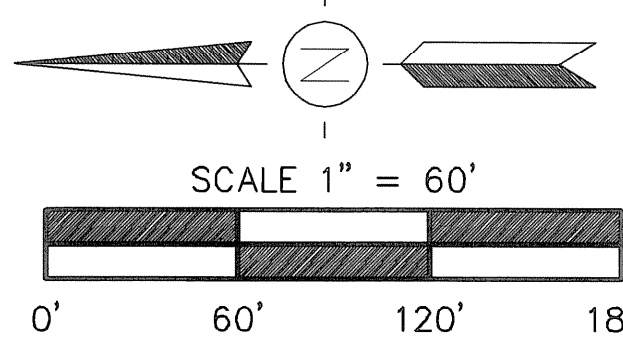
REVISIONS		
5-5-14	SUBMITTAL	
5-13-14	FINAL PRELIMINARY PLAT SUBMITTAL	
<b>KEBS, INC.</b> KYES ENGINEERING BRYAN LAND SURVEYS 2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 Marshall Office Ph. 269-781-9800		
<b>ASHFORD MANOR NO. 3 &amp; 4</b> STORM & GRADING PLAN		
SCALE: 1"= 60'	DESIGNER: JWK	APPROVED BY: JWK
DATE: 12-17-13	PROJECT MGR: JWK	SHEET 3 OF 9
AUTHORIZED BY: SIGNATURE LAND DEVELOPMENT		JOB #: 87131



CONSTRUCTION PLANS FOR:  
**ASHFORD MANOR NO. 3 & 4**

A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 20, T4N, R3W,  
DELTA TOWNSHIP, EATON COUNTY, MICHIGAN

CENTER OF SECTION  
20 T4N, R3W  
LIBER 2, PAGE 740



**LEGAL DESCRIPTION:**

ASHFORD MANOR NO. 3 & 4, a subdivision of part of the Northwest 1/4 and the Northeast 1/4 of Section 20, T4N, R3W, Delta Township, Eaton County, Michigan, described as: Commencing at the North 1/4 corner of said Section 20; thence West along the North line of said Section 20 and the South line of Pine Manor Subdivision as recorded in Liber 3 of Plats, Page 1, Eaton County Records, a distance of 328.62 feet; thence S00°02'39"W along the West line of Pointe West as recorded in Liber 13 of Plats, Pages 131-133, Eaton County Records, and the East line of Ashford Manor Subdivision as recorded in Liber 13 of Plats, Pages 75-78, Eaton County Records and the East line of Ashford Manor Subdivision No. 2 as recorded in Liber 13 of Plats, Pages 160-163, Eaton County Records, a distance of 1528.52 feet to the Southeast corner of said Ashford Manor Subdivision No. 2 and the point of beginning of this description; thence S00°02'39"W continuing along said West line of Pointe West and the West line of Pointe West No. 2 as recorded in Liber 13 of Plats, Pages 171-173, Eaton County Records a distance of 1110.47 feet to the Southwest corner of said Pointe West 2 and the East-West 1/4 line of said Section 20; thence S89°50'21"W along said East-West 1/4 line 985.87 feet; thence N00°02'40"E 360.81 feet to the Southwest corner of said Ashford Manor No. 2; thence along the South line of said Ashford Manor Subdivision No. 2 the following thirteen courses: S89°57'20"E 277.74 feet, N00°02'40"E 4.315 feet, S89°57'20"E 157.03 feet, S00°02'40"W 8.20 feet, S89°57'20"E 66.00 feet, N00°02'40"E 90.00 feet, S89°57'20"E 140.19 feet, N00°02'40"E 90.00 feet, N07°16'20"E 206.64 feet, N00°02'40"E 327.24 feet, S89°57'20"E 114.21 feet, N00°02'40"E 6.00 feet and S89°57'20"E 204.69 feet to the point of beginning, containing 14.42 acres, more or less and containing 35 lots numbered 85 through 120 inclusive.

		2014	2015
CONSTRUCTION SCHEDULE & SEQUENCING (SCHEDULE SUBJECT TO CHANGE)		APRIL MAY JUNE JULY AUGUST SEPTEMBER OCTOBER NOVEMBER DECEMBER	JANUARY FEBRUARY MARCH
PLACE AND MAINTAIN TEMPORARY EROSION CONTROLS			
TOPSOIL STRIPPING & STOCKPILING			
ON-SITE UTILITIES CONSTRUCTION			
SITE GRADING & EARTHWORK			
LOT CONSTRUCTION/BUILDING CONSTRUCTION			
SWALE AND POND CONSTRUCTION, LANDSCAPING			
TOP SOIL SPREADING & PERMANENT SEEDING			
FINAL INSPECTIONS & REMOVE TEMPORARY EROSION CONTROLS			

**MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET  
S-E-S-C KEYING SYSTEM**

KEY	BEST MANAGEMENT PRACTICES	SYMBOL	WHERE USED
EROSION CONTROLS			
E8	PERMANENT SEEDING		Stabilization method utilized on sites where earth change has been completed (final grading attained).
E9	MULCH BLANKETS		On exposed slopes, newly seeded areas, new ditch bottoms, or areas subject to erosion.
S51	SILT FENCE		Use adjacent to critical areas, to prevent sediment laden sheet flow from entering these areas.
S53	STABILIZED CONSTRUCTION ACCESS		Used at every point where construction traffic enters or leaves a construction site.
S58	INLET PROTECTION FABRIC DROP		Use at stormwater inlets, especially at construction sites.

REVISIONS

5-5-14 SUBMITTAL	
5-13-14 FINAL PRELIMINARY PLAT SUBMITTAL	

**KEBS, INC.** KYES ENGINEERING  
BRYAN LAND SURVEYS  
2116 HASLETT ROAD, HASLETT, MI 48840  
PH. 517-339-1014 FAX. 517-339-8047  
Marshall Office  
Ph. 269-781-8800

**ASHFORD MANOR NO. 3 & 4**  
SOIL EROSION CONTROL PLAN

SCALE: 1"= 60'	DESIGNER: JWK	APPROVED BY: JWK
DATE: 12-17-13	PROJECT MGR. JWK	SHEET 4 OF 9
AUTHORIZED BY: SIGNATURE LAND DEVELOPMENT		JOB #: 87131

ST. JOSEPH HIGHWAY

NORTHWEST CORNER  
SECTION 20, T4N, R3W  
LIBER 4, PAGE 90

**SOIL EROSION CONTROL NOTES:**

- ALL SOIL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE EATON COUNTY DRAIN COMMISSION REQUIREMENTS AND PROJECT SPECIFICATIONS.
- DAILY INSPECTIONS SHALL BE MADE BY THE CONTRACTOR TO DETERMINE EFFECTIVENESS OF EROSION AND SEDIMENT CONTROL MEASURES, AND ANY NECESSARY REPAIRS SHALL BE PERFORMED WITHOUT DELAY.
- ANY EROSION OR SEDIMENT FROM WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND NOT BE ALLOWED TO COLLECT ON ANY OFF-SITE AREAS, OR IN WATERWAYS; WATERWAYS INCLUDE BOTH NATURAL AND MANMADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES AND PONDS.
- CONTRACTOR SHALL APPLY TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED AND AS DIRECTED ON THESE PLANS. HE SHALL REMOVE TEMPORARY MEASURES AS SOON AS PERMANENT STABILIZATION OF SLOPES, DITCHES AND OTHER EARTH CHANGES HAVE BEEN ESTABLISHED.
- A MINIMUM 50' LONG BY 20' WIDE, 6" DEEP CLEAN STONE EXIT SHALL BE PROVIDED AT ALL CONSTRUCTION ENTRANCES. SHOULD THE STONE BECOME LESS EFFICIENT IT SHALL BE REPLACED. ALL CONSTRUCTION TRAFFIC WILL USE THE CLEAN STONE EXITS.
- DUST CONTROL WILL BE EXERCISED AT ALL TIMES WITHIN THE PROJECT BY THE CONTRACTORS. SPRINKLING TANK TRUCKS SHALL BE AVAILABLE AT ALL TIMES TO BE USED ON HAUL ROUTES OR OTHER PLACES WHERE DUST BECOMES A PROBLEM.
- BY THE CONTRACTOR NO LESS THAN ON A DAILY BASIS.
- ALL MUD, DIRT AND DEBRIS TRACKED ONTO EXISTING ROADS SHALL BE PROMPTLY REMOVED.

**LEGEND**

- PROPOSED PHASE LINE
- DISTANCE NOT TO SCALE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- SANITARY MANHOLE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- STORM MANHOLE
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- PROPOSED WATER MAIN
- PROPOSED FIRE HYDRANT
- EXISTING WATER/FIRE HYDRANT
- EXISTING CONTOUR
- PROPOSED GRADES
- PROPOSED FIRST FLOOR ELEV.
- PROPOSED TOP OF CURB ELEV.
- PROPOSED TOP OF GROUND ELEV.
- PROPOSED TOP OF PAVT ELEV.
- PROPOSED TOP OF WALK ELEV.
- 800.00
- PROPOSED S.E.S.C. KEYING SYSTEM

**SEQUENCE OF CONSTRUCTION**

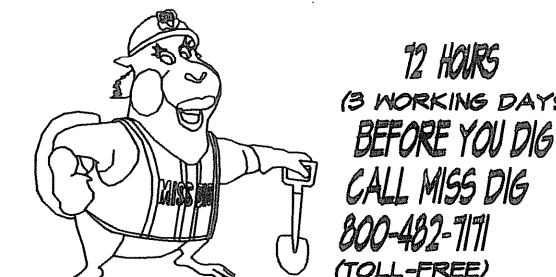
- INSTALL ALL TEMPORARY SILT FENCE PER PLAN AND AS SHOWN ON THE DETAIL SHEET.
- CONSTRUCT THE TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT PER DETAIL AT SOUTH END OF BALLINALEE LANE.
- INSTALL ALL INLET PROTECTION FABRIC DROP IN ALL EXISTING YARD BASINS OR INLETS WHICH MAY BE SUSCEPTIBLE TO SEDIMENT EROSION FROM THE PROPOSED CONSTRUCTION AS SHOWN IN THESE PLANS.
- WHILE MAINTAINING A VEGETATIVE BUFFER WHENEVER POSSIBLE STRIP AND STOCKPILE TOPSOIL ABOVE AREAS OF PROPOSED EXCAVATION OR GRADING FOR LATER USE ON SITE PLACE STOCKPILED TOPSOIL IN AREAS WHICH ARE NEITHER SUBJECT TO HIGH RUNOFF NOR ALONG STEEP SLOPES SEED AND MULCH STOCKPILES IMMEDIATELY TO PREVENT WIND BLOWN SEDIMENT POLLUTION AND EXCESSIVE DUST.
- EXCAVATE FOR PROPOSED ROAD AND UTILITY CONSTRUCTION AS NECESSARY. DO NOT EXPOSE AREAS FAR IN ADVANCE OF THE PROPOSED CONSTRUCTION FOR THAT AREA. ROUGHEN AND SCARIFY EXPOSED SURFACES TO REDUCE RUNOFF VELOCITY AND SEDIMENTATION. MAINTAIN VEGETATION WHENEVER POSSIBLE TO PROVIDE A NATURAL BUFFER.
- AFTER COMPLETION OF THE PROPOSED UTILITIES, INSTALL TEMPORARY STRAW BALE SEDIMENT BARRIERS WITH SILT FENCE AROUND ALL INLETS. PLACE GEOTEXTILE FILTER FABRICS WRAPS BETWEEN FRAMES AND COVERS.
- INSTALL TEMPORARY STONE FILTER BERMS PERPENDICULAR TO EXPOSED STEEP SLOPES AS NECESSARY ALONG THE PROPOSED STREETS TO REDUCE RUNOFF VELOCITY AND SEDIMENTATION. USE TEMPORARY STRAW BALE CHECK DAMS TO SLOW DOWN AND/OR DIVERT HEAVY RUNOFF WHERE NECESSARY.
- TOPSOIL, SEED, FERTILIZE AND MULCH ALL EXPOSED AREAS AS SOON AS FEASIBLE TO PROTECT AND RESTORE PERMANENT VEGETATION.
- WATER EXPOSED GROUND REGULARLY TO CONTROL AIRBORNE PARTICULATE MATTER.
- THE CONTRACTOR SHALL MAINTAIN ALL TEMPORARY AND PERMANENT SOIL EROSION AND SEDIMENTATION CONTROL MEASURES THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS AND UNTIL PERMANENT VEGETATION IS REESTABLISHED IN ALL EXPOSED AREAS. REMOVE ACCUMULATED SEDIMENT FROM ALL STRUCTURES.
- THE SITE WILL BE PERIODICALLY INSPECTED BY THE EATON COUNTY DRAIN OFFICE. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE RULES AND REGULATIONS OF THAT OFFICE.
- UPON FINAL APPROVED INSPECTION OF THE COMPLETED CONSTRUCTION BY ALL REVIEWING AGENCIES, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES.

**SOIL TYPES:**  
Cbb - CAPAC-MARLETTE  
LOAM, 1-6 PERCENT SLOPES  
MaB - MARLETTE LOAM, 2  
TO 6% SLOPES

**EX. SEWER INVENTORY:**

MH#2000056  
RIM 868.01  
INV. 859.35  
MH#2000059  
RIM 861.52  
INV. E/W 850.51  
INV. S 850.37  
CB#73  
RIM 867.66  
I.E. 24" N/S 861.06  
I.E. 15" W 861.56  
CB#74  
RIM 860.95  
I.E. 24" S/W 853.25  
I.E. 12" N/E 854.05  
I.E. 12" SE/SW 854.25

BENCHMARK #1:  
BIG ARM OF FIRE HYDRANT ON WEST SIDE OF  
BALLINALEE LANE, 45'± SOUTH OF THE END OF ROAD  
ELEVATION 864.70 (N.A.V.D. 88)  
BENCHMARK #2:  
NORTH RIM OF SANITARY MANHOLE IN INTERSECTION  
OF BALLINALEE & CELTIC LANES  
ELEVATION 860.87 (N.A.V.D. 88)  
**NOTE: ALL PUBLIC WATER SHALL  
BE WITHIN A 20' PUBLIC EASEMENT**  
**NOTE: WATER SHALL HAVE 10' HORIZONTAL  
SEPARATION & 18" VERTICAL SEPARATION FROM  
ALL SEWERS.**

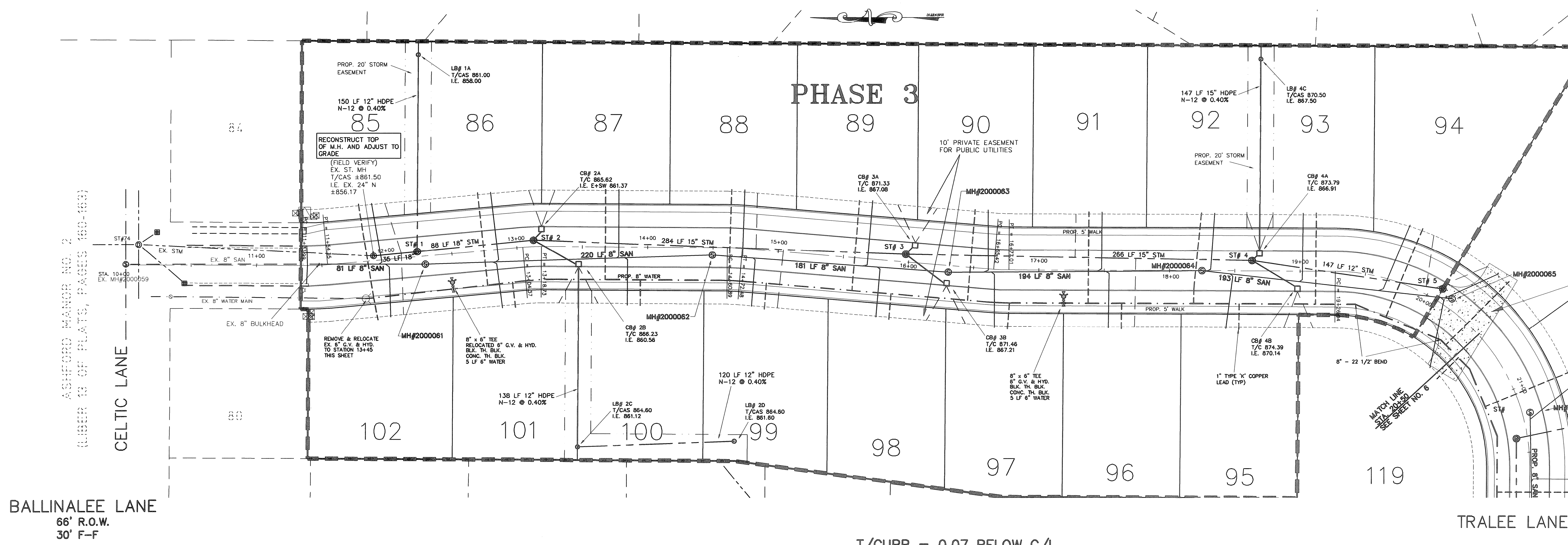


TOTAL ACRES = 14.42 ACRES (PHASE 3 & 4)  
PHASE 3 TOTAL ACRES = ±6.52 ACRES  
PHASE 3 AREA DISTURBED = ±6.52 ACRES  
PHASE 4 TOTAL ACRES = ±7.90 ACRES  
PHASE 4 AREA DISTURBED = ±7.90 ACRES  
DENOTES PROPOSED DRAINAGE FLOW  
SILT FENCE (TYP.)  
LIMITS OF EARTH DISTURBANCE (TYP.)

**LIMITS OF DISTURBANCE  
PHASE 4 (PHASE LINE)  
±7.90 AC.**

WEST 1/4 CORNER  
SECTION 20 T4N, R3W  
LIBER 4, PAGE 96





EX. SEWER INVENTORY:

MH#2000056  
RIM 868.01  
INV. 859.35

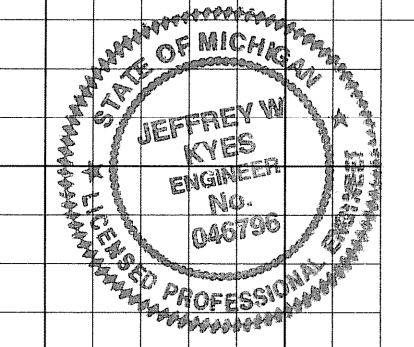
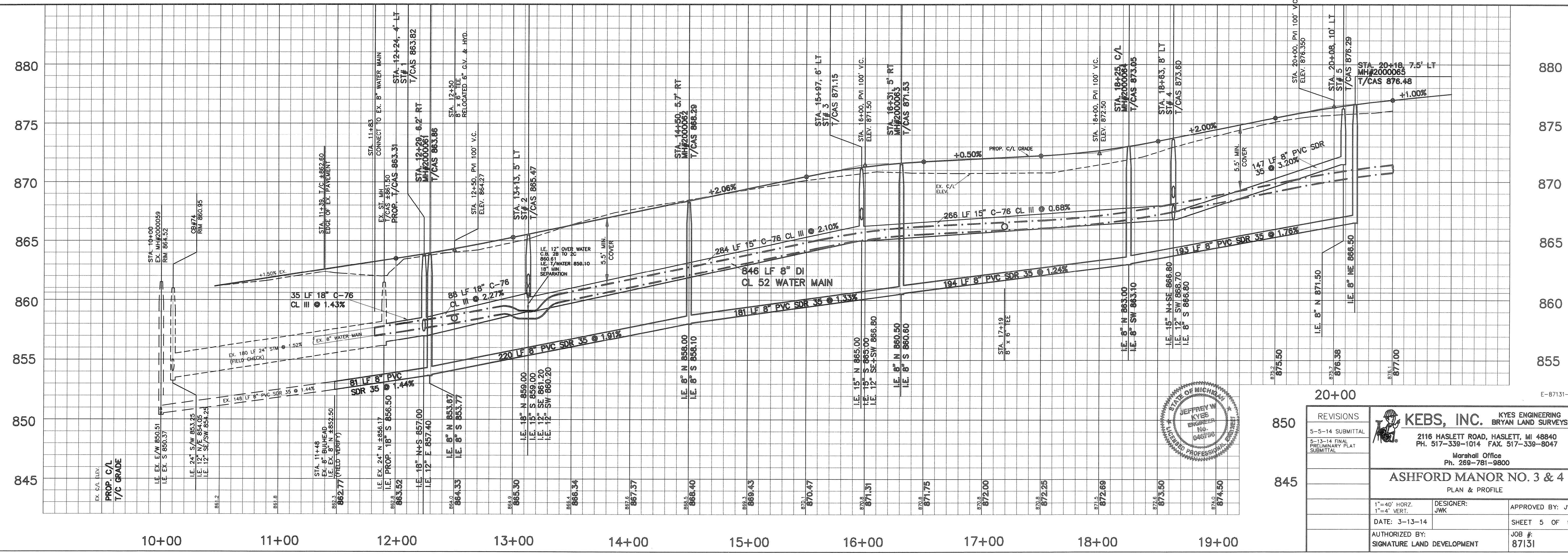
MH#2000059  
RIM 861.52  
INV. E/W 850.51  
INV. S 850.37

CB#73  
RIM 867.66  
I.E. 24" N/S 861.06  
I.E. 15" W 861.56

CB#74  
RIM 860.95  
I.E. 24" S/W 853.25  
I.E. 12" N/E 854.05  
I.E. 12" SE/SW 854.25



T/CURB = 0.07 BELOW C/L



<b>REVISIONS</b> 5-5-14 SUBMITTAL 5-13-14 FINAL PRELIMINARY PLAT SUBMITTAL		<b>KEBS, INC.</b> KYES ENGINEERING BRYAN LAND SURVEYS 2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 Marshall Office Ph. 269-781-9800	
<b>ASHFORD MANOR NO. 3 &amp; 4</b> PLAN & PROFILE			
1"=40' HORIZ. 1"=4' VERT. DATE: 3-13-14 AUTHORIZED BY: SIGNATURE LAND DEVELOPMENT	DESIGNER: JWK APPROVED BY: JWK JOB #: 87131	SHEET 5 OF 9	



PHASE 3

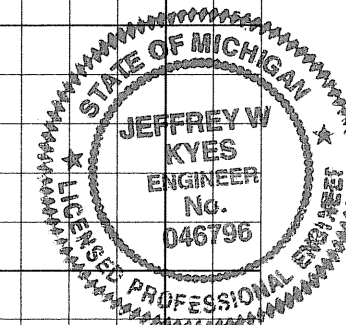
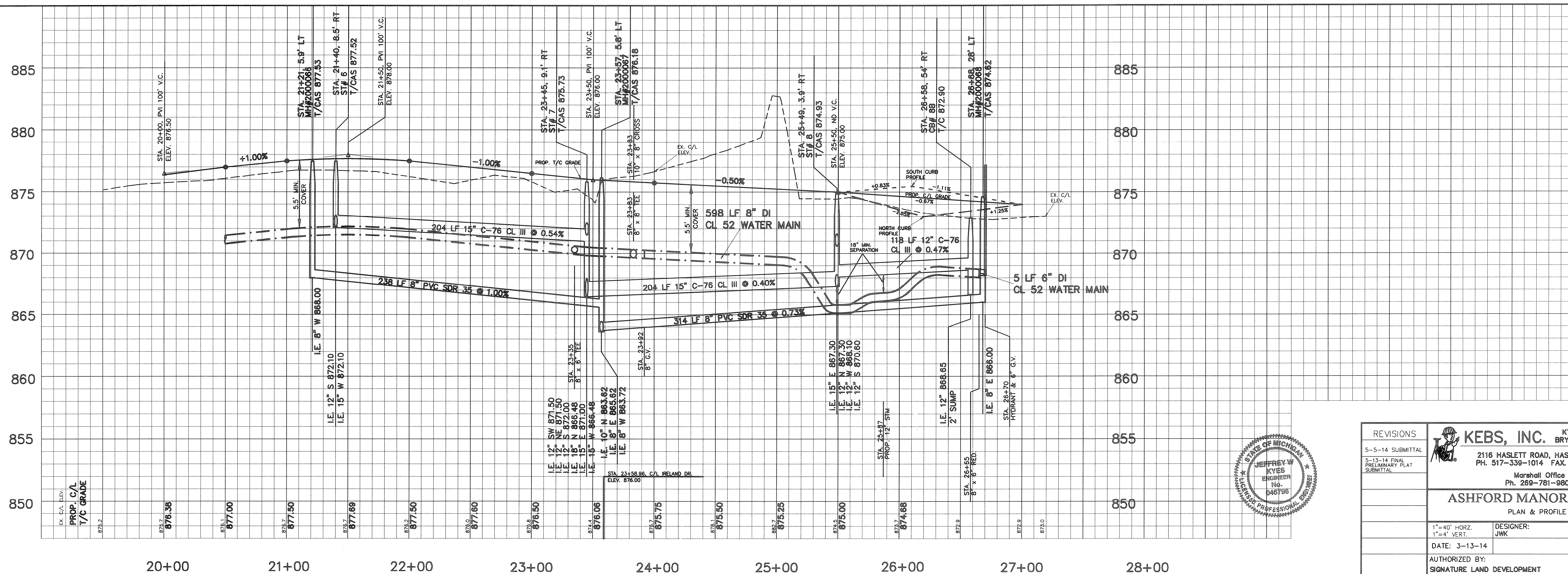
PHASE 4


EX. SEWER INVENTORY:

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RIM 868.01  
INV. 859.35  
  
MH#2000059  
RIM 861.52  
INV. E/W 850.51  
INV. S 850.37  
  
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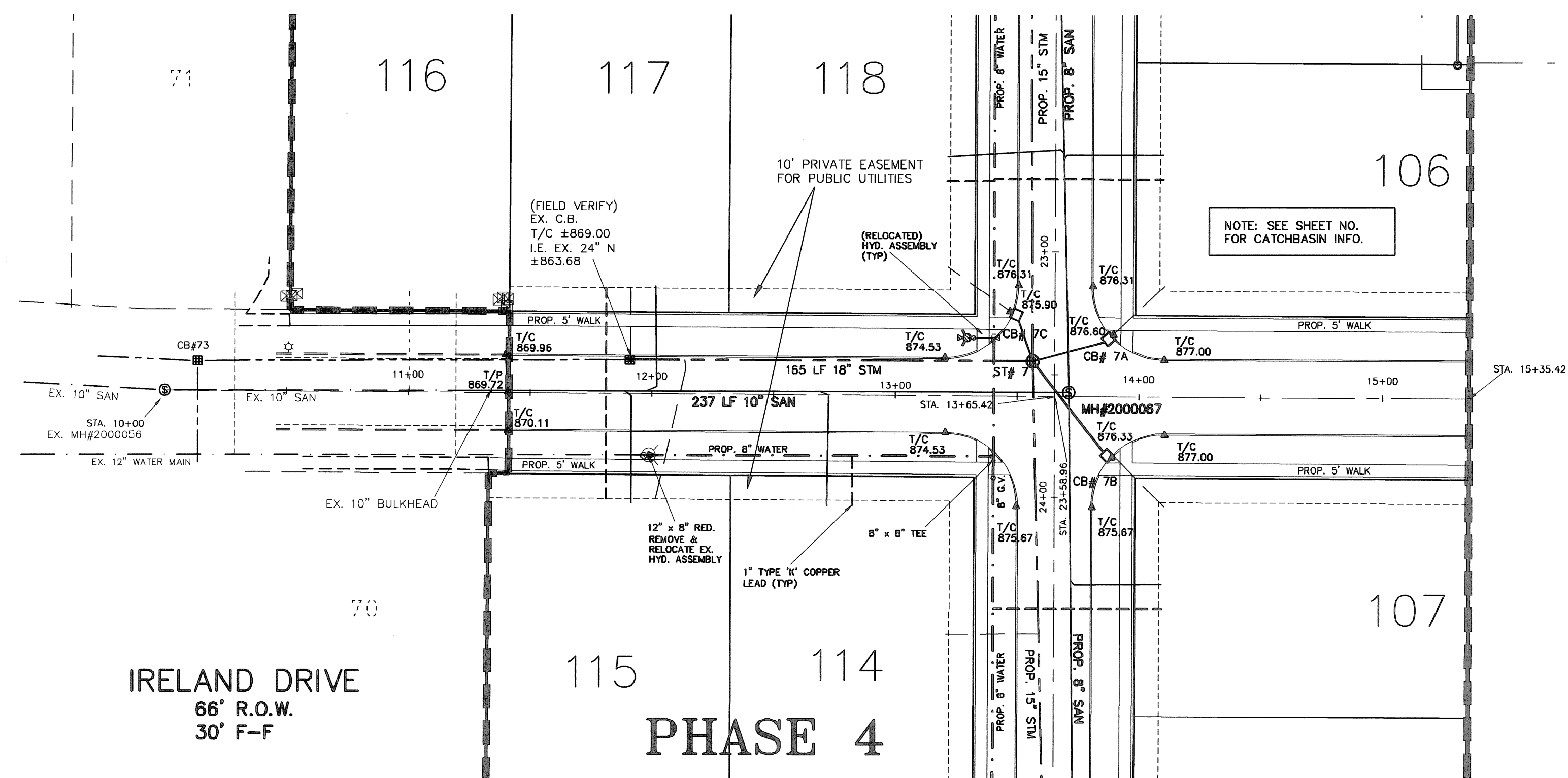
T/CURB = 0.07 BELOW C/L



REVISIONS		
5-5-14	SUBMITTAL	
5-13-14	FINAL PRELIMINARY PLAT SUBMITTAL	
 <b>KEBS, INC.</b> KYES ENGINEERING BRYAN LAND SURVEYS 2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX: 517-339-8047 Marshall Office Ph. 269-781-9800		
<b>ASHFORD MANOR NO. 3 &amp; 4</b> PLAN & PROFILE		
1"=40' HORZ. 1"=4' VERT.	DESIGNER: JWK	APPROVED BY: JWK
DATE: 3-13-14		SHEET 6 OF 9
AUTHORIZED BY: SIGNATURE LAND DEVELOPMENT		JOB #: 87131



TRALEE LANE  
SEE SHEET NO. 6



EX. SEWER INVENTORY:

MH#2000056  
RIM 868.01  
INV. 859.35

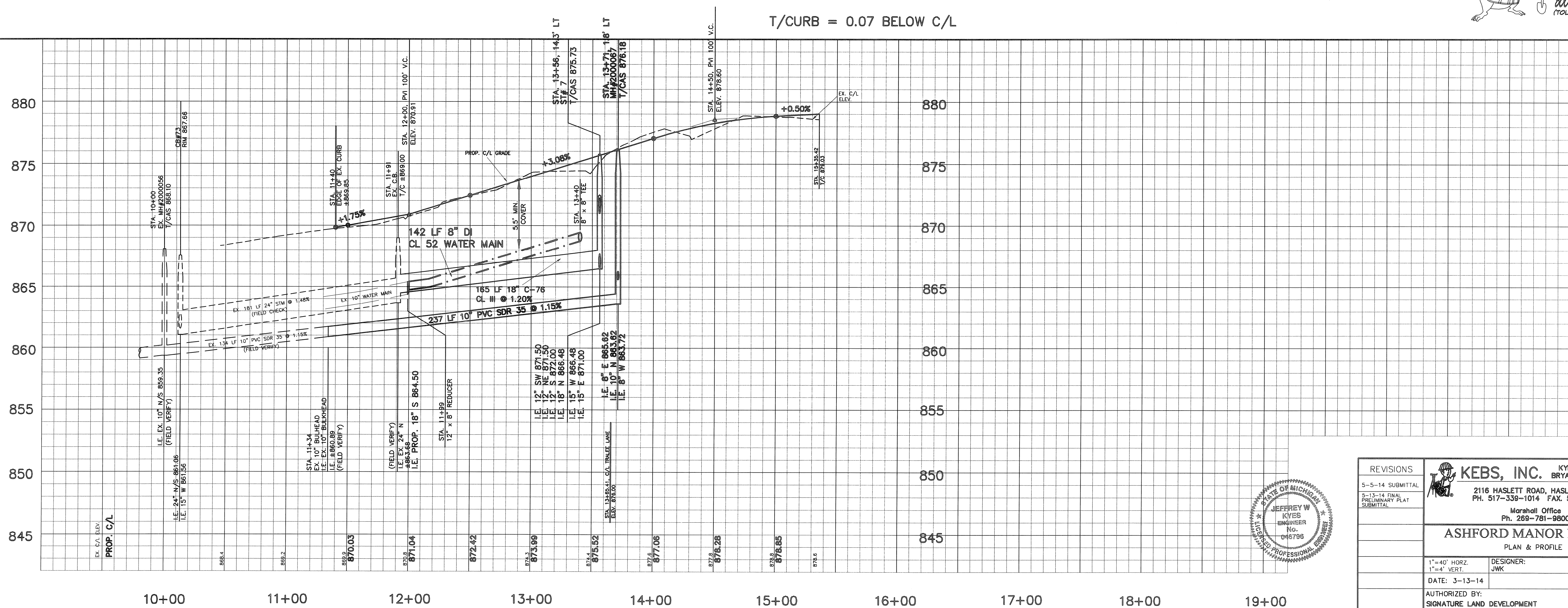
MH#2000059  
RIM 861.52  
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CB#73  
RIM 867.66  
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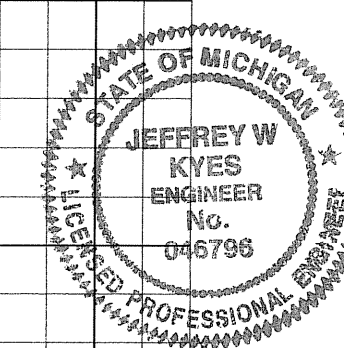
CB#74  
RIM 860.95  
I.E. 24" S/W 853.25  
I.E. 12" N/E 854.05  
I.E. 12" SE/SW 854.25




T/CURB = 0.07 BELOW C/L



E-87131-PRO



REVISIONS		KEYBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS	2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047	Marshall Office Ph. 269-781-9800
5-5-14 SUBMITTAL				
5-13-14 FINAL PRELIMINARY PLAT SUBMITTAL				
	ASHFORD MANOR NO. 3 & 4			
	PLAN & PROFILE			
	1"=40' HORZ. 1"=4' VERT.	DESIGNER: JWK	APPROVED BY: JWK	
	DATE: 3-13-14		SHEET 7 OF 9	
	AUTHORIZED BY: SIGNATURE LAND DEVELOPMENT		JOB #: 87131	



FINAL PRELIMINARY PLAT OF  
**ASHFORD MANOR NO. 3 & 4**  
A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 20,  
T4N, R3W, DELTA TOWNSHIP, EATON COUNTY, MICHIGAN

NORTH 1/4 CORNER  
SECTION 20, T4N, R3W  
LIBER 1, PAGE 140

ST. JOSEPH HIGHWAY

NORTH LINE OF SECTION 20

2300.37'

328.62'

WEST

NORTHWEST CORNER  
SECTION 20, T4N, R3W  
LIBER 4, PAGE 90

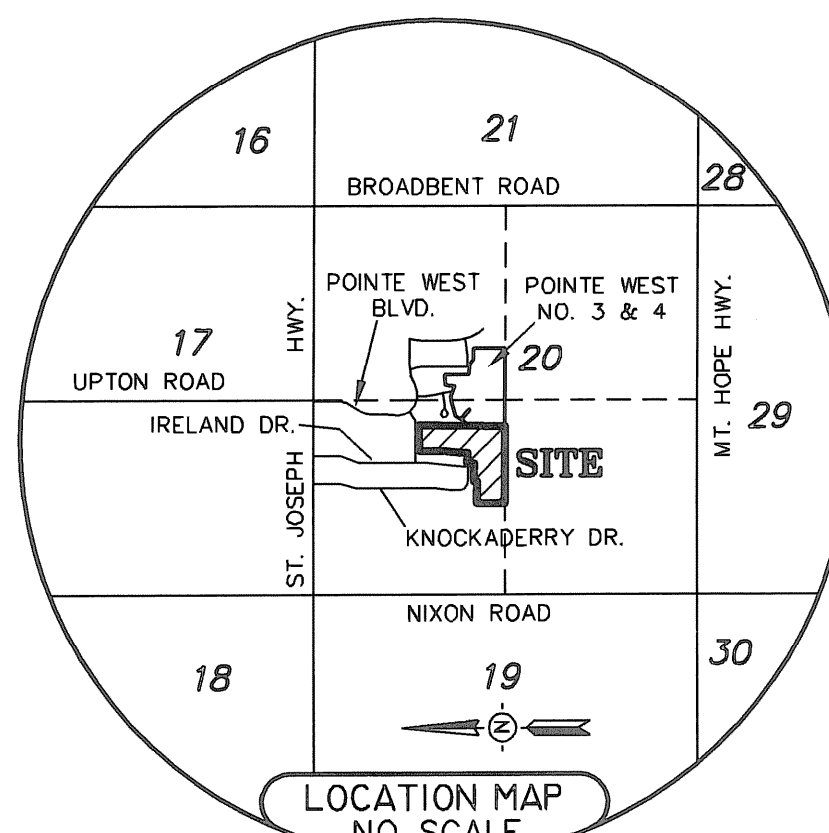
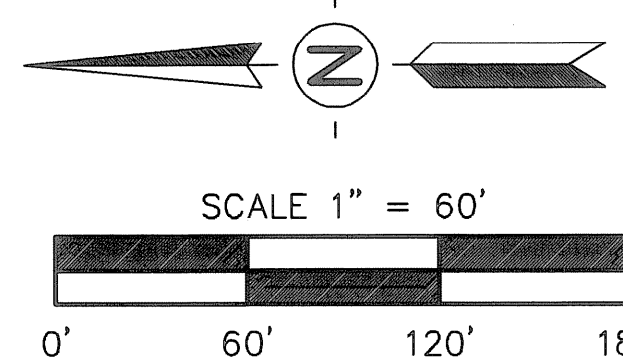
POINTE WEST  
LIBER 13 OF PLATS, PAGES 131-133

POINTE WEST NO. 2  
LIBER 13 OF PLATS, PAGES 171-173

PROPOSED POINTE WEST NO. 3 & 4  
WIDEWATER LAND INVESTMENTS LLC  
POINTE WEST BLVD.  
GRAND LEDGE MI 48837

CENTER OF SECTION  
20 T4N, R3W  
LIBER 2, PAGE 740

DELTA CHARTER TOWNSHIP  
E. MT. HOPE HWY.  
GRAND LEDGE MI 48837



- LEGEND**
- = PROPOSED PHASE LINE
  - - - - = DISTANCE NOT TO SCALE
  - - - - = EXISTING SANITARY SEWER
  - - - - = PROPOSED SANITARY SEWER
  - ⊙ = SANITARY MANHOLE
  - - - - = EXISTING STORM DRAIN
  - - - - = PROPOSED STORM DRAIN
  - ⊙ = STORM MANHOLE
  - = EXISTING CATCH BASIN
  - = PROPOSED CATCH BASIN
  - - - - = PROPOSED WATER MAIN
  - - - - = PROPOSED FIRE HYDRANT
  - ⊙ = EXISTING FIRE HYDRANT
  - - - - = EXISTING CONTOUR

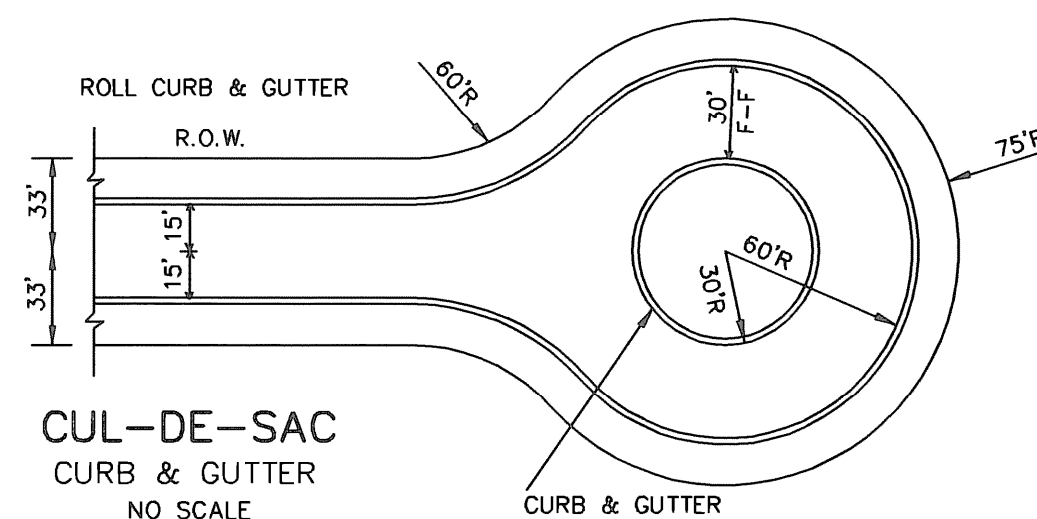
**DEVELOPER:**  
SIGNATURE LAND DEVELOPMENT  
1188 E. PARIS AVE. SE, SUITE 100  
GRAND RAPIDS, MI 49546  
(616) 988-1324  
CONTACT: MIKE MCGRAW

**SURVEYOR/ENGINEER:**  
KEBS, INC.  
2116 HASLETT ROAD  
HASLETT, MI 48840  
PHONE: (517) 339-1014

- NOTES:**
- THIS PROPERTY IS ZONED RB - LOW DENSITY RESIDENTIAL DISTRICT.
  - ALL LOTS ARE FOR SINGLE FAMILY RESIDENTIAL PURPOSES.
  - MINIMUM LOT AREA IS 12,000 SQUARE FEET.
  - MINIMUM LOT WIDTH IS 80 FEET; 95 FEET FOR CORNER LOTS.
  - MINIMUM FRONT YARD SETBACK IS 30 FEET.
  - MINIMUM SIDE YARD SETBACK IS 8 FEET.
  - MINIMUM REAR YARD SETBACK IS 30 FEET.
  - ALL LOTS TO BE SERVED BY PUBLIC WATER AND SEWER.
  - ALL LOTS TO BE SERVED BY A FOOTING TILE DRAIN.
  - SIDEWALKS & STREETLIGHTS AS REQUIRED BY TOWNSHIP REGULATIONS.
  - ALL LOTS TO HAVE PUBLIC UTILITY EASEMENTS ON THE FRONT 10 FEET, AND OTHERS AS REQUIRED BY UTILITY COMPANIES.
  - ON-SITE SOILS ARE MAINLY CAPAC AND MARLETTE LOAMS
  - UTILITY SIZES ARE SUBJECT TO FINAL DESIGN.

**PROPOSED SITE DATA:**

NUMBER OF LOTS: 35  
SIZE OF SMALLEST LOT: 12,003 S.F. (LOT 88)  
MINIMUM LOT FRONTAGE: 87'  
MINIMUM LOT FRONTAGE AT SETBACK: 86.0' (LOT 94)



**LEGAL DESCRIPTION:**

ASHFORD MANOR NO. 3 & 4, a subdivision of part of the Northwest 1/4 and the Northeast 1/4 of Section 20, T4N, R3W, Delta Township, Eaton County, Michigan, described as: Commencing at the North 1/4 corner of said Section 20; thence West along the North line of said Section 20 and the South line of Pine Manor Subdivision as recorded in Liber 3 of Plats, Page 1, Eaton County Records, a distance of 328.62 feet; thence S00°02'39"W along the West line of Pointe West as recorded in Liber 13 of Plats, Pages 131-133, Eaton County Records, and the East line of Ashford Manor Subdivision as recorded in Liber 13 of Plats, Pages 75-78, Eaton County Records and the East line of Ashford Manor Subdivision No. 2 as recorded in Liber 13 of Plats, Pages 160-163, Eaton County Records, a distance of 1528.52 feet to the Southeast corner of said Ashford Manor Subdivision No. 2 and the point of beginning of this description; thence S00°02'39"W continuing along said West line of Pointe West and the West line of Pointe West No. 2 as recorded in Liber 13 of Plats, Pages 171-173, Eaton County Records a distance of 1110.47 feet to the Southwest corner of said Pointe West 2 and the East-West 1/4 line of said Section 20; thence S89°50'21"W along said East-West 1/4 line 985.87 feet; thence N00°02'40"E 360.81 feet to the Southwest corner of said Ashford Manor No. 2; thence along the South line of said Ashford Manor Subdivision No. 2 the following thirteen courses: S89°57'20"E 277.74 feet, N00°02'40"E 43.15 feet, S89°57'20"E 157.03 feet, S00°02'40"W 8.20 feet, S89°57'20"E 66.00 feet, N00°02'40"E 90.00 feet, S89°57'20"E 140.19 feet, N00°02'40"E 90.00 feet, N07°16'20"E 206.64 feet, N00°02'40"E 327.24 feet, S89°57'20"E 114.21 feet, N00°02'40"E 6.00 feet and S89°57'20"E 204.69 feet to the point of beginning; containing 14.42 acres, more or less and containing 36 lots numbered 85 through 120 inclusive.

**BENCHMARK #1:**  
BIG ARM OF FIRE HYDRANT ON WEST SIDE OF  
BALLINALEE LANE, 45'± SOUTH OF THE END OF ROAD  
ELEVATION 864.70 (N.A.V.D. 88)

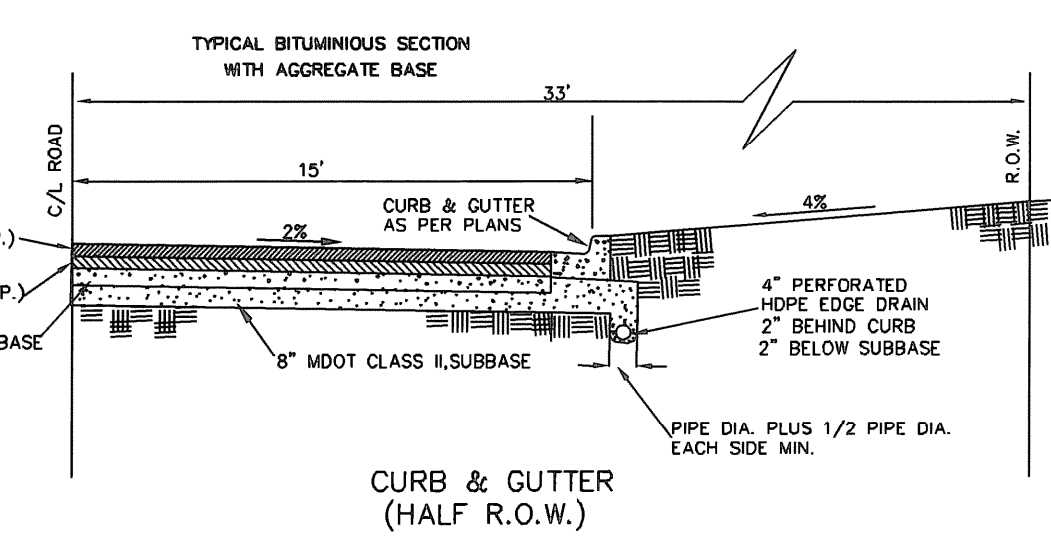
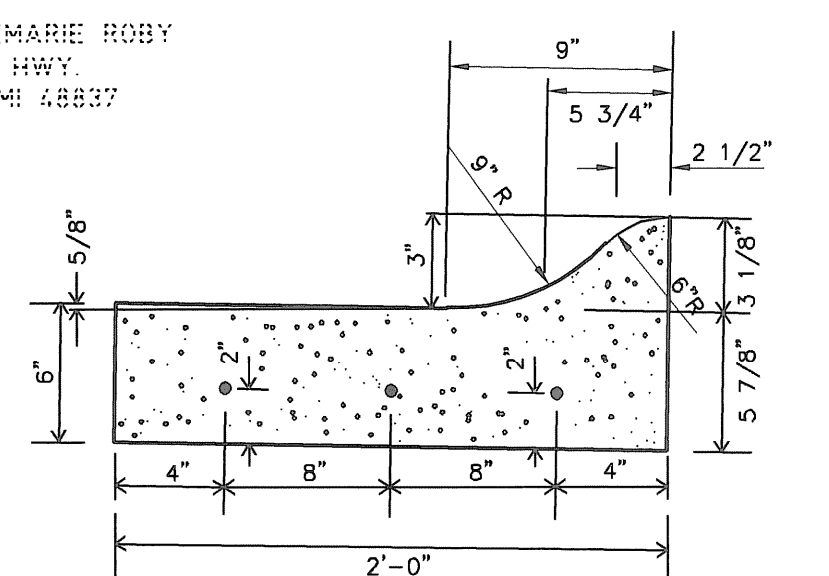
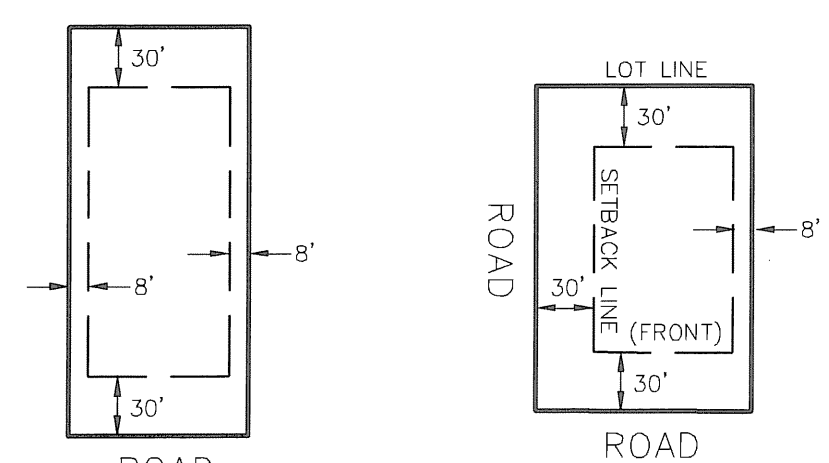
**BENCHMARK #2:**  
NORTH RIM OF SANITARY MANHOLE IN INTERSECTION  
OF BALLINALEE & CELTIC LANES  
ELEVATION 860.87 (N.A.V.D. 88)

RUSSELL W. B. & STACY L. LACLAIR  
1882 NIXON ROAD  
GRAND LEDGE MI 48837

*Larry A. Bryan* 5-12-14  
LARRY A. BRYAN  
PROFESSIONAL SURVEYOR  
No. 25832



WEST 1/4 CORNER  
SECTION 20 T4N, R3W  
LIBER 4, PAGE 96



REVISIONS	COMMENTS	KEBS, INC. ENGINEERING AND LAND SURVEYING
10/16/13	ORIGINAL	2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-338-1014 FAX. 517-338-8047
2/11/14	ADD CONNECTION TO SOUTH	Marshall Office Ph. 269-781-9800
5/13/14	FINAL PRELIMINARY PLAT	
	DRAWN BY KDB	SECTION 20, T4N, R3W
	FIELD WORK BY NAW	JOB NUMBER:
	SHEET 1 OF 1	87131.SUB



E8 PERMANENT SEEDING SPECIFICATIONS

- When
- To finalize stabilization of temporary seeding areas or when an area needs permanent stabilization following completion of construction. Also used when vegetative establishment can correct existing soil erosion or sedimentation problem.
  - Within 5 days of final grade.
- Why
- To stabilize soil and prevent or reduce soil erosion/sedimentation problems from developing.
- Where
- Used on construction and earth change sites which require permanent vegetative stabilization.
- How
1. Review SESC plan and construction phasing to identify areas in need of permanent vegetative stabilization.
  2. Select perennial grass and ground cover for permanent cover.
  3. Seed mixes vary. However, they should contain native species.
  4. Seed mixes should be selected through consultation with a certified seed provider and with consideration of soil type, light, moisture, use applications, and native species content.
  5. Soil tests should be performed to determine the nutrient and pH levels in the soil. The pH may need to be adjusted to between 6.5 and 7.0.
  6. Prepare a 3"-5" deep seedbed, with the top 3"-4" consisting of topsoil.
  7. Slopes steeper than 1:3 should be roughened.
  8. Apply seed as soon as possible after seedbed preparation. Seed may be broadcast by hand, hydrosowing, or by using mechanical drills.
  9. Mulch immediately after seeding.
  10. Dormant seed mixes are for use after the growing season, using seed which lies dormant in the winter and begins growing as soon as site conditions become favorable.



E8 PERMANENT SEEDING SPECIFICATIONS

- How (cont.)
11. Protect seeded areas from pedestrian or vehicular traffic.
  12. Divert concentrated flows away from the seeded area until vegetation is established.
- Maintenance
- Inspect weekly and within 24 hours following each rain event in the first few months following installation to be sure seed has germinated and permanent vegetative cover is being established.
  - Add supplemental seed as necessary.
- Limitations
- Seeds need adequate time to establish.
  - May not be appropriate in areas with frequent traffic.
  - Seeded areas may require irrigation during dry periods.
  - Seeding success is site specific, consider mulching or sodding when necessary.

**PERMANENT SEEDING SPECIFICATION**  
SEED ALL DISTURBED AREAS WITH THE FOLLOWING SEED MIXTURE OR APPROVED EQUAL.  
MICHIGAN GREEN - 15% BLUEGRASS, 40% FESCUE, 45% REDGRASS  
APPLY AT A RATE OF 5 LBS./1000 SF

-APPLY SILT STOP OR APPROVED TACKIFIER TO SEED MIX.



E8 PERMANENT SEEDING

Planting Zones	Lower Peninsula (South of T20N) Zone 1	Lower Peninsula (North of T20N) Zone 2	Upper Peninsula Zone 3
Seeding Window Permanent Seeding	4/15 - 10/10	5/1 - 10/1	5/1 - 9/20
Seeding Window Dormant Seeding	11/15 - Freeze	11/01 - Freeze	11/01 - Freeze

Source: Adapted from MDOT Interim 2003 Standard Specifications for Construction

	Zone 1 Lower Peninsula (South of U.S. 10)	Zone 2 Lower Peninsula (North of U.S. 10)	Zone 3 Upper Peninsula
Seeding Dates (with Irrigation or Mulch)	4/1 - 8/1	5/1 - 9/20	5/1 - 9/10
Seeding Dates (w/o Irrigation or Mulch)	4/1 - 5/20 8/10 - 10/1	5/1 - 6/10 8/1 - 9/20	5/1 - 6/15 8/1 - 9/20
Dormant Seeding Dates	11/1 - Freeze	10/25 - Freeze	10/25 - Freeze

Source: Adapted from USDA NRCS Technical Guide #342 (1999)

\* Dormant seeding is for use in the late fall after the soil temperature remains consistently below 50°F, prior to the ground freezing. This practice is appropriate if construction on a site is completed in the fall but the seed was not planted prior to recommended seeding dates. No seed germination will take place until spring. A cool season annual grass may be added in an attempt to have some fall growth.

- Mulch must be used with dormant seed.
- Do not seed when the ground is frozen or snow covered.
- Do not use a dormant seed mix on grassed waterways.



SILT FENCE SPECIFICATIONS

- When
- A temporary measure for preventing sediment movement.
- Why
- Used to prevent sediment suspended in runoff from leaving an earth change area.
- Where
- Use adjacent to critical areas, wetlands, base of slopes, and watercourses.
- How
1. Install parallel to a contour.
  2. The silt fence should be made of woven geotextile fabric.
  3. Silt fence should accommodate no more than 1/2 to 1 acre of drainage per 100' of fence and on slopes less than 1:2 (v:h).
  4. Dig a 6" trench along the area where the fence is to be installed.
  5. Place 8" of the silt fence bottom flap into the trench.
  6. Backfill the trench with soil and compact the soil on both sides. Create a small ridge on the up-slope side of the fence.
  7. Install wooden stakes 12" apart and drive into the ground a minimum of 12".
  8. Staple the geotextile fabric to the wooden stakes.
  9. Join sections of silt fence by wrapping ends together (See drawing).
- Maintenance
- Inspect frequently and immediately after each storm event. Check several times during prolonged storm events. If necessary, repair immediately.
  - If the sediment has reached 1/3 the height of the fence, the soil should be removed and disposed of in a stable upland site.
  - The fence should be re-installed if water is seeping underneath it or if the fence has become ineffective.
  - Silt fence should be removed once vegetation is established and up-slope area has stabilized.

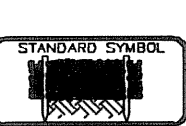
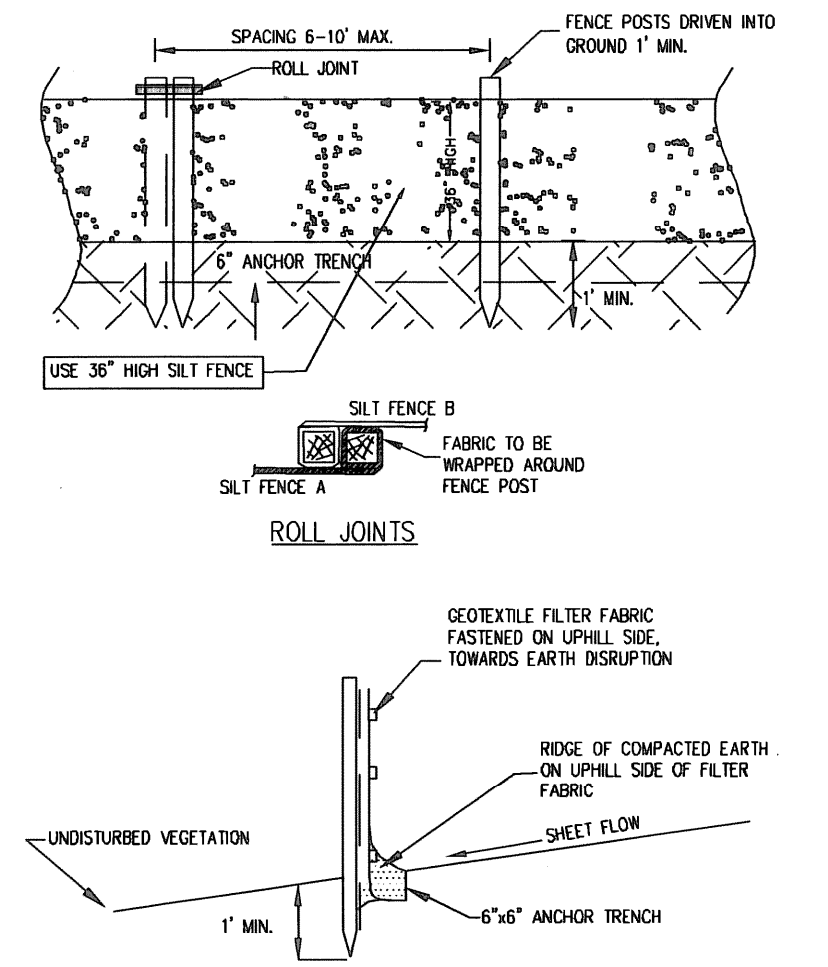


SILT FENCE SPECIFICATIONS

- Limitations
- Silt fence may cause temporary ponding and could fail if too much water flows through the area.
  - Do not use in areas with concentrated flows.
  - Chance of failure increases if fence is installed incorrectly or if sediment accumulation is not removed.

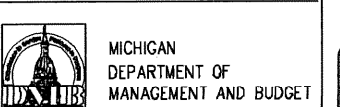


SILT FENCE

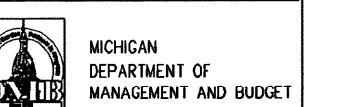
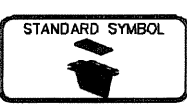
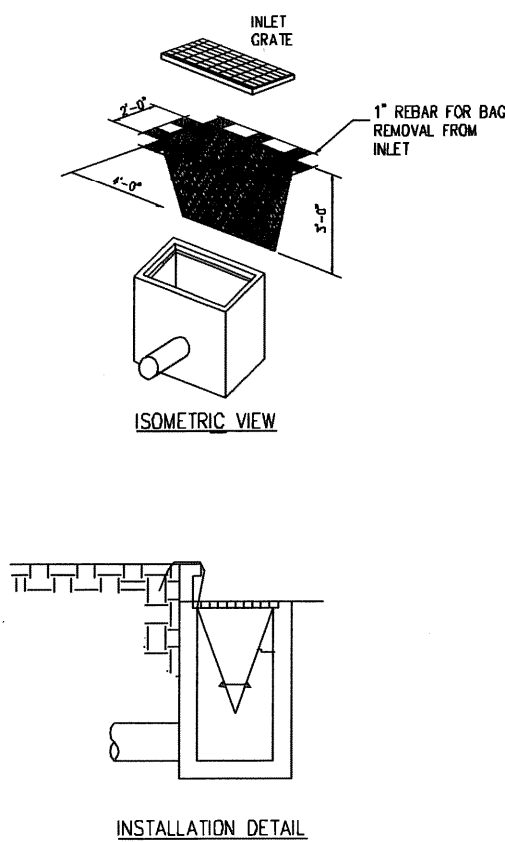


INLET PROTECTION - FABRIC DROP SPECIFICATIONS

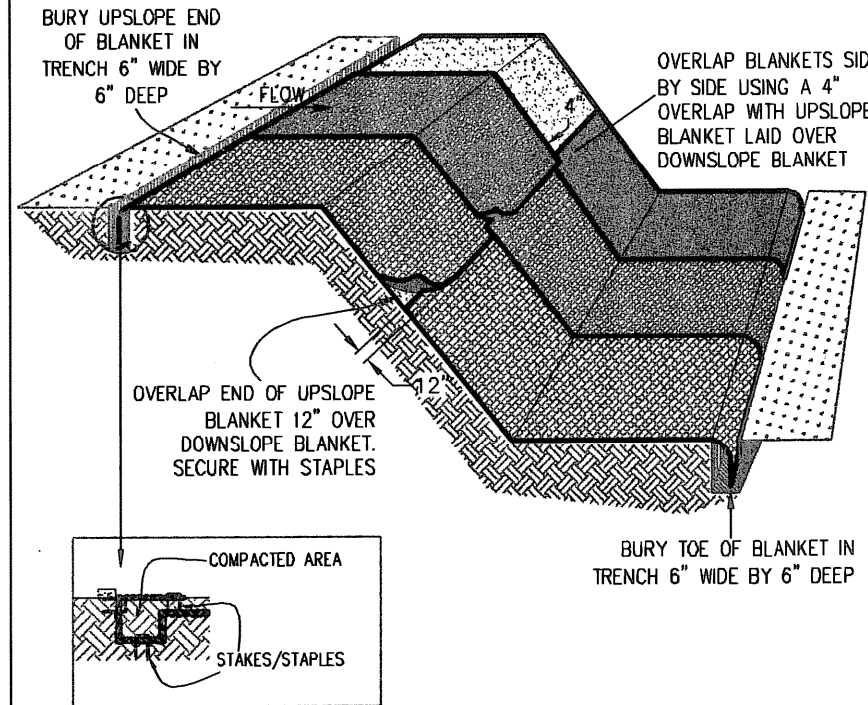
- When
- When sediment laden stormwater requires treatment before entering a stormwater drainage system.
- Why
- To prevent sediment from entering stormwater systems.
- Where
- Use in or at stormwater inlets, especially at construction sites or in streets.
- How
1. A filter fabric bag is hung inside the inlet, beneath the grate.
  2. Replace grate, which will hold bag in place.
  3. Anchor filter bag with 1" rebar for removal from inlet.
  4. Flaps of bag that extend beyond the bag can be buried in soil in earth areas.
- Maintenance
- Drop inlet filters should be inspected routinely and after each major rain event.
  - Damaged filter bags should be replaced.
  - Clean and/or replace filter bag when 1/2 full.
  - Replace clogged fabric immediately.
  - If needed, initiate repairs immediately upon inspection.
  - Remove entire protective mechanism when upgradient areas are stabilized and streets have been swept.
- Limitations
- Can only accommodate small flow quantities.
  - Requires frequent maintenance.
  - Ponding may occur around storm drains if filter is clogged.
  - USE SILT SACKS OR EQUIVALENT PRODUCT.



INLET PROTECTION - FABRIC DROP



MULCH BLANKETS



- NOTES:
1. PLACE MULCH BLANKET PARALLEL TO FLOW AND ANCHOR SECURELY.
  2. WHEN BLANKETS ARE USED IN FLOWING DITCH, BLANKETS SHOULD NOT OVERLAP IN DITCH CENTER PARALLEL TO FLOW.
  3. STAPLES INSTALLED/SECURED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
  4. WHERE POSSIBLE, CONSTRUCT WITH BIODEGRADABLE MATERIAL.



MULCH BLANKETS SPECIFICATIONS

- When
- When seeded areas are subject to erosive surface flows, severe wind, or to protect non-vegetated slopes or areas during the winter.
- Why
- Protects seeded areas and slopes against erosion from rain or wind. Holds soil moisture to allow for seed germination and reduces wind desiccation of germinated seeds.
- Where
- Use on exposed slopes, newly seeded areas, new ditch bottoms, and other areas subject to erosion.
- How
1. Prepare subgrade to proper grade and compaction requirements.
  2. Remove ruts, roots, soil clods, or other debris from surface subject to mulch blanket installation.
  3. Spread or drill seed.
  4. Consult with erosion control material supplier to select mulch blanket based on slope gradient, expected surface run-off, and protection term necessary (long or short term).
  5. Position selected mulch blanket as close as possible to intended use location.
  6. Install blanket at top of slope, first anchoring toe in trench 6" wide X 6" deep, progressing down-slope or down-gradient with approximately 12" of blanket extended beyond the up-slope portion of the trench.
  7. Anchor the blanket with staples/stakes placed approximately 12" apart in the bottom of the trench. Backfill and compact the trench after securing.
  8. Apply seed to compacted soil and fold the 12" portion of the blanket over compacted area and secure with a row of staples/stakes placed 12" apart across the width of the blanket.
  9. Unroll the blankets down or horizontally across the slope.

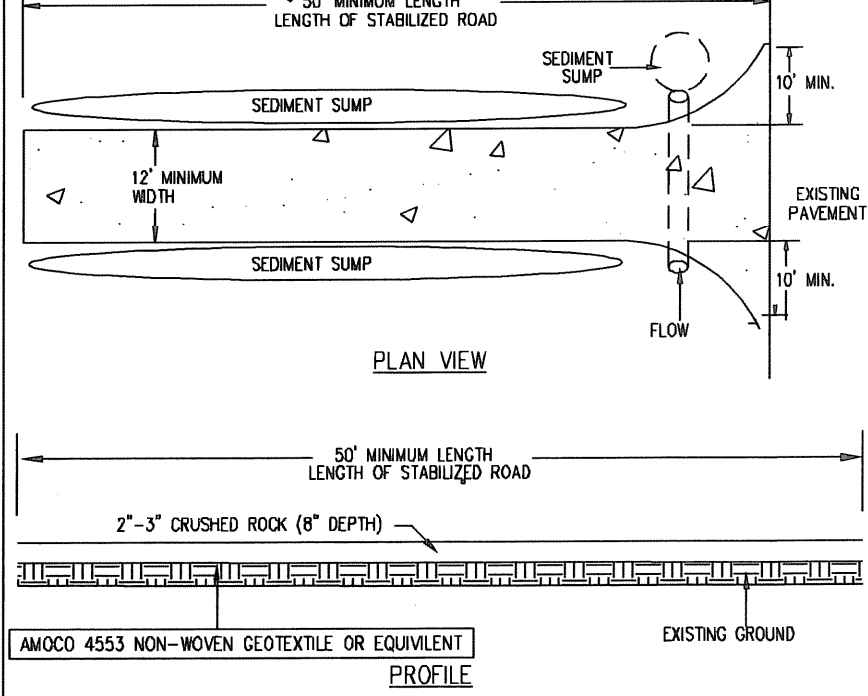


MULCH BLANKETS SPECIFICATIONS

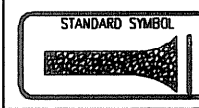
- How (cont.)
10. Overlap blanket edges by a minimum of 4" and blanket ends by a minimum of 12". Overlaps should be in the direction of expected flow with the up-slope blanket placed over the down-slope blanket edge.
  11. Secure down-slope end of blanket with staples/stakes and trench in.
- Maintenance
- Check after a rain event to ensure the blanket is still in place.
  - Keep eroded soil, vehicular and pedestrian traffic, and concentrated runoff away from the blanketed area.
- Limitations
- Mulch blankets and anchors may inhibit mowing.



STABILIZED CONSTRUCTION ACCESS SPECIFICATIONS



- NOTES:
1. Establish stabilized construction entrance prior to the initiation of site construction activities.
  2. Care should be taken to prevent material movement into adjacent wetlands/waterbodies.
  3. Care should be taken to maintain existing roadside drainage via culvert installation, with sediment sump placed downflow of culvert.



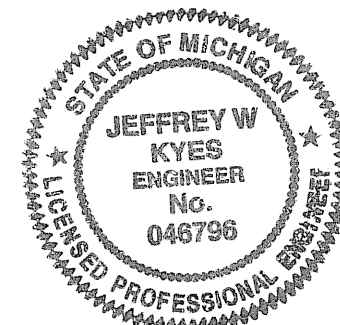
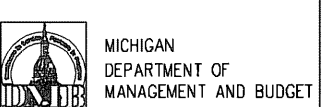
STABILIZED CONSTRUCTION ACCESS SPECIFICATIONS

- Maintenance (cont.)
- Sediment deposited on public rights-of-way shall be removed immediately and returned to the construction site.
  - If soils are such that washing of tires is required, it shall be done in a wash rack area, stabilized with stone, immediately prior to the construction access stabilized corridor.
  - At the project completion, rock access road should be removed and disposed of unless utilized as subgrade for final road.
- Limitations
- Effectiveness limited, sediment may be tracked onto roads requiring additional action.



STABILIZED CONSTRUCTION ACCESS SPECIFICATIONS

- When
- Construction traffic is expected to leave a construction site.
  - Stabilization of interior construction roads is desired.
- Why
- To minimize tracking of sediment onto public roadways and to minimize disturbance of vegetation.
- Where
- Stabilized construction entrances shall be located at every point where construction traffic enters or leaves a construction site. Vehicles leaving the site must be routed over the rock ingress/egress corridor.
- How
1. Stabilized construction access road should be established at the onset of the construction activities and maintained in place for the duration of the construction project.
  2. Installation of this practice should be the responsibility of the site clearing or excavating contractor.
  3. Access location should be cleared of woody vegetation.
  4. Non-woven geotextile fabric shall be placed over the existing ground prior to placing stone.
  5. Access size should be a minimum of 50'. (30' for single residence lot).
  6. Access width should be 12' minimum, flared at the existing road to provide a turning radius.
  7. Crushed aggregate (2" to 3"), or reclaimed or recycled concrete equivalent, shall be placed at least 6" deep over the length and width of the ingress/egress corridor.
- Maintenance
- Periodic inspection and needed maintenance shall be provided after each rain event.
  - Stabilized entrances shall be repaired and rock added as necessary.



REVISIONS		KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS	
5-5-14	SUBMITTAL	2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047	
5-13-15	FINAL PRELIMINARY PLAT SUBMITTAL	Marshall Office Ph. 616-781-9800	
		<b>ASHFORD MANOR NO. 3 &amp; 4</b>	
		SESC/DETAIL SHEET	
SCALE: NONE	DESIGNER: JWK	APPROVED BY: JWK	
DATE: 5-2-14	PROJECT MGR. JWK	SHEET 9 OF 9	
AUTH. BY: SIGNATURE LAND DEVELOPMENT		JOB #: 87131	

## MEMO



TO: Township Board  
Delta Township

FROM: Kenneth Fletcher  
Township Supervisor

DATE: June 16, 2014

SUBJECT: Board Appointments

I respectfully submit for your consideration the following individuals to be appointed/reappointed to the Delta Township Boards/Commissions:

### **Mechanical & Property/Maintenance Board of Appeals**

Donald Hartwick is recommended for reappointment to a two year term expiring June 30, 2016.  
Todd Gute is recommended for reappointment to a two year term expiring June 30, 2016.

### **Plumbing Board of Appeals**

Paul Simmons is recommended for reappointment to a two year term expiring June 30, 2016.  
Michael Tenniswood is recommended for reappointment to a two year term expiring June 30, 2016.  
Donald Hartwick is recommended for reappointment to a two year term expiring June 30, 2016.

### **Electrical Board of Appeals**

Stephen Russell is recommended for reappointment to a two year term expiring June 30, 2016.

### **Delta District Library Board**

Robert Spagnuolo is recommended for appointment to a four year term expiring June 30, 2018.

Therefore, I offer the following motion for your consideration:

***“I move that the aforementioned persons mentioned in this memo, be appointed and/or reappointed to the Township Boards/Commissions; and***

***That the Clerk is hereby directed to send notification to all of those selected informing them of their appointment and/or reappointment, and those who were not selected thanking them for their interest in serving their community.”***

March, 24, 2014

Ms. Mary R. Clark  
Township Clerk  
Delta Township  
7710 West Saginaw Highway  
Lansing, MI 48917-9712

Re: Mechanical, Building & Property Maintenance Board of Appeals

Dear Ms. Clark:

It has been a pleasure serving on the Mechanical, Building and Property Maintenance Board of Appeals and the Plumbing Board of Appeals of Delta Township. I have received your letter of notice regarding Term Expiration on June 30, 2014 and understand that any interest in serving additional terms must be submitted in writing 30 days prior to the term expiration date.

I would be happy to continue to serve on the Mechanical, Building and Property Maintenance Board of Appeals as well as the Plumbing Board of Appeals, if needed.

Respectfully,



Todd S. Gute, AIA, LEED® AP  
President, Principal Architect

MAYOTTEgroup

## Simmons Plumbing LLC

11551 Hibiscus Lane  
Grand Ledge, MI 48837  
517-614-2028

Date: March 21, 2014

In Response to: Delta Township  
Re: Plumbing Board of Appeals

I, Paul Simmons would be happy to remain on the plumbing board of appeals for another term serving Delta Township. Let me know if there's anything you need from me to extend my services that go beyond this letter. Thanks sincerely ~ Paul Simmons/  
Simmons Plumbing LLC.

## Kerri Trezise

---

**From:** Mary Clark  
**Sent:** Saturday, March 08, 2014 12:18 PM  
**To:** Kerri Trezise  
**Subject:** Fwd: Notice of Term Expiration of Various Boards

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Sent from my iPhone

Begin forwarded message:

**From:** Donald Hartwick <[donald.hartwick@gmail.com](mailto:donald.hartwick@gmail.com)>  
**Date:** March 8, 2014 at 11:56:11 AM EST  
**To:** <[mclark@deltami.gov](mailto:mclark@deltami.gov)>  
**Subject:** Notice of Term Expiration of Various Boards

Dear Mary Clark: Per you letter that I received, my terms for the "Mechanical, Building & Property Maintenance Board of Appeals", and, "Plumbing Board of Appeals" will expire on June 30, 2014.

I would be more than happy to volunteer to serve on any or all these boards again if Delta Charter Township would like me to do so.

Thank you for notifying me and have a great day,

Donald Hartwick AIA  
Cell: 517.282.2575

## **A/C Electric**

**7837 Lanac Street  
Lansing, MI 48917  
517-322-2440 Office  
517-322-2450 Fax**

March 12, 2014


To: Mary Clark  
Delta Township Clerk  
7710 West Saginaw Highway  
Delta Township, MI 48917-9712

RE: Reappointment to the Electrical Board of Appeals for Delta Township

Dear Mary:

I am writing you to let you know that I am interested in being reappointed to the Electrical Board of Appeals for Delta Township. You can reach me on my cell phone 517-230-7003 if you need to talk to me at all.

Sincerely,



Steve Russell  
A/C Electric - President

April 21, 2014

Mary R. Clark  
7710 West Saginaw Highway  
Delta Township, MI. 48917

**RE: Notice of Term Expiration- Electrical Board of Appeals**

Dear Ms.Clark:

I am writing you to let you know that I would like to be considered for an additional term on the Electrical Board of Appeals, please contact me if there is anything else I need to do other than writing to you.

Thank you,

Jim Spitz

A handwritten signature in black ink, appearing to read "Jim Spitz", with a stylized flourish extending from the end of the name.



7710 West Saginaw Highway, Lansing, MI 48917

## APPLICATION FOR DELTA TOWNSHIP BOARDS & COMMISSIONS

I am a resident of Delta Township and interested in serving on one or more of the following Boards and Commissions checked below:

- |  |   |
|--|---|
| <input type="checkbox"/> Planning Commission                       | <input type="checkbox"/> Mechanical & Building Board of Appeals*        |
| <input type="checkbox"/> Zoning/Sign Board of Appeals              | <input type="checkbox"/> Plumbing Board of Appeals*                     |
| <input type="checkbox"/> Parks, Recreation & Cemeteries Commission | <input type="checkbox"/> Electrical Board of Appeals*                   |
| <input checked="" type="checkbox"/> District Library Board         | <input type="checkbox"/> Fire Board of Appeals*                         |
| <input type="checkbox"/> Economic Development Corporation          | <input type="checkbox"/> Board of Review*                               |
| <input type="checkbox"/> Property Maintenance Board of Appeals     | <input type="checkbox"/> Non-Discrimination Complaint Review Committee* |
- (\*Special qualifications may restrict eligibility for appointment)

Name: SPAGNUOLO ROBERT T  
(Last) (First) (M.I.)

Address: 5311 GREENBRIAR ROAD LANSING MI 48917  
(No. & Street) (City) (State) (Zip)

Length of Twp. Residency: 35 years Phone: (days) 285-7756 (evenings) 321-8248

E-mail: RTSPAGS@yahoo.com Occupation: Assistant Superintendent for Finance/operations

Reason for Interest: The Library is an essential operation for the Township.

I worked at the Library in high school. I was also part of the Capital Campaign during the preparation to build the new site.

Related Employment Experience: See attached resume.

Education, Training, Certifications & Special Skills: See attached resume



Past Experience, Service or Other Information (e.g, Boards, Commissions, Churches, Civic/Community Groups, etc.):

See attached resume

Signature of Applicant:



Date:

6/9/14

*Please use the back of this form to provide additional information if necessary. The appointment of candidates is generally based on the following criteria: desire to serve, experience, expertise, availability of time to serve, and maintenance of equitable geographic representation. All candidates will be interviewed. This application will be retained in Township files for two years. Please return this form to the Delta Township's Clerk's Office, 7710 West Saginaw Highway, Lansing, MI 48917. Questions may be directed to the Clerk's Office via phone: at (517) 323-8500, fax at (517) 323-8599, or e-mail at [mclark@deltami.gov](mailto:mclark@deltami.gov). A description of the functions of each Board and Commission can be obtained by visiting the Township's website at [www.deltami.gov](http://www.deltami.gov), or by contacting the Clerk's Office.*

**For Office Use Only**

Date Rec'd: \_\_\_\_\_

Date of Interview: \_\_\_\_\_

Date Appointed: \_\_\_\_\_

Date Reappointed: \_\_\_\_\_

## **Robert T. Spagnuolo, CPA**

5311 Greenbriar Road  
Lansing, MI 48917  
(517) 321-8248  
[rtspags@yahoo.com](mailto:rtspags@yahoo.com)

**Education** Michigan State University  
Bachelor of Arts Degree in Accounting with High Honors  
Graduated May 1997 GPA 4.000

Waverly Community Schools – High School Degree  
Graduated June 1993 GPA 3.935

**Certifications** Received CPA license in April 1999  
Michigan School Business Officials' (MSBO) Certified Business Office Manager in April 2007

**Experience** Dewitt Public Schools  
Assistant Superintendent for Finance & Operations, November 2010 to Present  
Responsible for developing and monitoring the District's \$24 million budget. Member of negotiations team for teacher's union, support staff union, and principal's union. Management and oversight responsibilities for business office; transportation; operations, facilities, grounds, and maintenance; and food service. These responsibilities include, but are not limited to, handling parental concerns related to busing, working with supervisors and directors to establish lunch and facility use rates, monitoring bus fleet for bus purchase cycles, and prioritizing district maintenance and operations projects. Responsible for establishing debt millage rates. Work with staff to create budgets for State and Federal grants as well as building and department budgets. Assist with ensuring support staff union contract is followed throughout the District. Work with Superintendent as a Legislative liaison between District and State Representatives and Senators.

Waverly Community Schools  
Business Manager, July 2004 to January 2010  
Director of Business & Operations, January 2010 to July 2010  
Chief Operations Officer, July 2010 to November 2010  
Responsible for developing and monitoring the District's \$30 million budget. Supply wage and benefit schedules and other support materials to the Assistant Superintendent for union contract negotiations (five union groups). Member of administrative negotiation team for support personnel, custodial/grounds/maintenance, and principal groups. Management and oversight responsibilities for the business office, transportation department, custodial/grounds/maintenance department, childcare program, and food service program. These responsibilities include handling parental complaints related to busing and child care, working with supervisors and directors to establish lunch and child care rates, monitoring bus fleet for bus purchase cycles, and prioritizing district maintenance and operations projects. Responsible for District emergency response plan. Responsible for establishing debt and hold harmless millage rates. Oversight responsibility for completion of pupil accounting for the District, except SRSD submission. Work with staff to create budgets for State and Federal grants as well as building and department budgets. Legislative liaison between District and State Representatives and Senators. District representative for Ingham ISD's Special Education Funding System.

Plante & Moran, PLLC, Associate  
Internship June through August 1996  
Full-time June 1997 to July 2004  
Responsibilities included management, oversight, and completion of approximately fifteen financial statement engagements and related tax returns annually, as well as the management of between one and four individuals on each engagement. Specialized in school district, municipal, state, and real estate audits. Member of real estate, municipal, and school district teams, with responsibilities for assisting in practice development and practice improvement within these industries. Member of the firm's technology training group. Responsible for training staff on audit technology in the school district and municipal industry.

**Other Experience** Board Member Delta-Waverly Rotary. Serve on membership committee. Served on strategic planning committee.

Current President of Central Michigan School Business Officials (CMSBO) group. Formerly served as Secretary (2008-2010) and Vice President (2010-2012) of CMSBO.

Member of Finance Council for Catholic Diocese of Lansing. Responsible for monitoring a \$20 million dollar budget. Provide oversight to the Bishop and Chief Financial Officer on financial matters for the Diocese.

Member (2004-2009) and chairman (2006-2009) of St. Gerard Catholic Church's Finance Council. Responsible for monitoring a \$5 million budget for the parish, preschool, and K-8 school. Provided oversight to the Operations Manager and Pastor on Parish financial issues.

Producer Waverly Alumni Concert (2009). Consisted of over 50 alumni from band, orchestra, and choir as well as retired music directors performing with the goal of raising funds for current students. Resulted in \$3,500 net profit for private music lesson scholarships.

Co-Chair (2006-2008) Capital Campaign for Delta Township District Library. Responsible for leading approximately 20 individuals in raising over \$300,000 in funds for Library enhancements.

Presenter for the Michigan School Business Official's Revenue, Expenditures, and Budgeting Workshop.



March 7, 2014

Michael Tenniswood  
6807 Castleton Drive  
Grand Ledge, MI 48837

**RE: Notice of Term Expiration –  
Plumbing Board of Appeals**

Dear Mr. Tenniswood:

Thank you for serving on the Plumbing Board of Appeals of Delta Township. With this letter the Township would like to thank you for your time and efforts provided to the Township and fellow residents. Citizen's dedication and willingness to volunteer in our community is appreciated.

According to our records, your term will be expiring on June 30, 2014. If you would like to be considered for an additional term on the Mechanical, Building & Property Maintenance Board of Appeals and/or Plumbing Board of Appeals, please contact our office in writing at least 30 days prior to your term expiration expressing your interest in doing so.

Thank you for your anticipated cooperation and assistance.

Sincerely,

CHARTER TOWNSHIP OF DELTA

  
Mary R. Clark, Clerk

cc: Community Development Department

5/13/2014  
Per phone call with  
Mary - would like to  
be re-appointed.  
KT



7710 West Saginaw Highway, Lansing, MI 48917

## APPLICATION FOR DELTA TOWNSHIP BOARDS & COMMISSIONS

I am a resident of Delta Township and interested in serving on one or more of the following Boards and Commissions checked below:

☐ Planning Commission  
☐ Zoning/Sign Board of Appeals  
☐ Parks, Recreation & Cemeteries Commission  
☐ District Library Board  
☐ Economic Development Corporation  
☐ Property Maintenance Board of Appeals

☒ Mechanical & Building Board of Appeals\*  
☒ Plumbing Board of Appeals\*  
☐ Electrical Board of Appeals\*  
☐ Fire Board of Appeals\*  
☐ Board of Review\*

(\*Special qualifications may restrict eligibility for appointment)

Name: Tenniswood (Last) Michael (First) L (M.I.)

Address: 6807 Castleton Dr. (No. & Street) Grand Ledge (City) MI (State) 48837 (Zip)

Length of Twp. Residency: Approx. 27 years Phone: (days) 517-202-7950 (evenings) SAME

E-mail: mike@Rodsplumbing.com Occupation: Plumbing Contractor

Reason for Interest: Years ago the position opened and I was asked to apply for the position to fill the opening.


Related Employment Experience: 20 years of plumbing install and code experience. Employed at Rods Plumbing & Heating LLC.

Education, Training, Certifications & Special Skills: LCC Business Courses, Medical gas installation Certified, Backflow testing Certified, Master Plumbing lic., Mechanical lic., CDL lic.

Past Experience, Service or Other Information (e.g, Boards, Commissions, Churches, Civic/Community Groups, etc.):

N.A.

Signature of Applicant:



Date:

8/1/13

*Please use the back of this form to provide additional information if necessary. The appointment of candidates is generally based on the following criteria: desire to serve, experience, expertise, availability of time to serve, and maintenance of equitable geographic representation. All candidates will be interviewed. This application will be retained in Township files for two years. Please return this form to the Delta Township's Clerk's Office, 7710 West Saginaw Highway, Lansing, MI 48917. Questions may be directed to the Clerk's Office via phone: at (517) 323-8500, fax at (517) 323-8599, or e-mail at [mclark@deltami.gov](mailto:mclark@deltami.gov). A description of the functions of each Board and Commission can be obtained by visiting the Township's website at [www.deltami.gov](http://www.deltami.gov), or by contacting the Clerk's Office.*

**For Office Use Only**

Date Rec'd:

8/5/2013

Date of Interview:

Date Appointed:

Date Reappointed: